



# AGENDA

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

**March 22, 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

**PUBLIC FINANCING AUTHORITY**

3. **CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the February 22, 2018 Public Financing Authority Meeting

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

**Monthly Reports**

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

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

**WATER UTILITY AUTHORITY**

4. **CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the February 22, 2018 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority:

- Approve the minutes as submitted.

**Monthly Reports**

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.



**HOUSING SUCCESSOR**

5. Minutes of the February 22, 2018 of the Housing Successor Agency.  
**Recommendation:** That the Housing Successor approve the minutes as submitted.

**SUCCESSOR AGENCY**

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

**Approval of Minutes**

- a. Minutes of the February 22, 2018 Successor Agency Meeting  
**Recommendation:** That the Successor Agency:
- Approve the minutes as submitted.

**CITY COUNCIL**

7. **CONSENT AGENDA**  
*Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.*
- a. Minutes of the January 30, 2018 City Council Meetings  
**Recommendation:** That the City Council:
- Approve the minutes as submitted.
- b. Fire Station No. 4 Underground Fuel Tank Removal – Final Payment  
**Recommendation:** That the City Council:
- Approve the Final Payment (less 5% Retention) to Fleming Environmental, Inc. of Fullerton, California in the amount of \$39,176.10 for the subject project.

**PUBLIC HEARING**

8. State of California Citizen's Option for Public Safety (COPS) Grant Program  
**Recommendation:** That the City Council:
- Open the Public Hearing for those wishing to speak on this matter; and
  - Approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein.

**NEW BUSINESS**

9. City Wide Striping 2018 – Authorization to Advertise for Construction Bids  
**Recommendation:** That the City Council:
- Approve adding the City-Wide Striping 2018 project to the Capital Improvement Plan;
  - Appropriate \$80,000 from the Capital Improvement Plan Utility Users Tax Fund to the City-Wide Striping 2018 project (Activity No. 4154-573100-PW180022);



- Transfer \$30,000 from Public Works Maintenance Signing and Striping (Activity No. 110-397-5360-4400) to the City-Wide Striping 2018 project (Activity No. 4154-573100-PW180022);
- Approve the Specifications; and
- Authorize the City Engineer to Advertise for Construction Bids.

10. Resolution No. 9572 – Ordering the Preparation of the Engineer’s Report for FY 2018/19 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

**Recommendation:** That the City Council:

- Adopt Resolution No. 9572, ordering the preparation of the Engineer’s Report for FY 2018/19 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

11. Resolution No. 9573 – Ordering the Preparation of the Engineer’s Report for FY 2018/19 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

**Recommendation:** That the City Council:

- Adopt Resolution No. 9573, ordering the preparation of the Engineer’s Report for FY 2018/19 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

12. Resolution No. 9571 - Authorizing Filing an Application for Allocation of Section 190 Grade Separation Program Funds for the Rosecrans/Marquardt Avenues Grade Separation Overpass Project

**Recommendation:** That the City Council:

- Adopt Resolution No. 9571 Authorizing Filing an Application for Allocation of Section 190 Grade Separation Funds for the Rosecrans/Marquardt Avenues Grade Separation Overpass Project (Overpass Project); and
- Authorize the Mayor to sign an Overpass Project Construction and Maintenance Agreement; and
- Authorize the City Engineer to file an application for allocation of Section 190 Funds in the amount \$15 million for the Overpass Project.

13. Firestone Boulevard Remnant Parcel – Approval of Purchase and Sale Agreement

**Recommendation:** That the City Council:

- Find that pursuant to the California Environmental Quality Act (CEQA), the proposed sale will not have a significant adverse effect on the environment and is therefore exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).
- Approve the Purchase and Sale Agreement to Sell the Firestone Boulevard Remnant Parcel to Cox Revocable Living Trust for the price of \$37,000; and
- Authorize the Mayor to sign the Purchase and Sale Agreement and authorize the City Manager to execute any other documents necessary to complete the sale.



14. Gus Velasco Neighborhood Center – Installation of Bollards at Each Driveway  
**Recommendation:** That the City Council:
  - Appropriate \$7,000.00 from the Facilities Improvement Fund to Activity 10419000 for the Installation of Bollards at each driveway of the Gus Velasco Neighborhood Center (GVNC).
15. Approval of Family & Human Services Division Holiday Basket Programs Volunteer Policy and Procedures Handbook and Holiday Basket Program Donation Policy  
**Recommendation:** That the City Council:
  - Approve Family and Human Services Division Holiday Basket Programs Volunteer Policy & Procedures Handbook and Holiday Basket Program Donation Policy.
16. Renewal of Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for Use of Modular Building Located at the Gus Velasco Neighborhood Center  
**Recommendation:** That the City Council:
  - Approve the renewal of a three (3) year lease agreement between the City of Santa Fe Springs and The Whole Child for use of the modular building located at the Gus Velasco Neighborhood Center to provide the Santa Fe Springs community case management services in the areas of family housing and mental health.
17. Approval of Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer  
**Recommendation:** That the City Council:
  - Renew and approve the Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer.
18. Request Appropriation of Funds for Exterior Security Lighting at the Clarke Estate  
**Recommendation:** That the City Council:
  - Appropriate funds from the Facilities Improvement Fund to Activity 10419000 for exterior security lighting at the Clarke Estate.
19. 2017 General Plan Housing Element Annual Progress Report  
City of Santa Fe Springs General Plan Housing Element Annual Progress Report  
**Recommendation:** That the City Council:
  - Authorize staff to forward the 2017 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).
20. Consideration of a Third Extension of an Exclusive Negotiating Agreement By and Between the City of Santa Fe Springs and SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs



**Recommendation:** That the City Council:

- Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 30 days, the Exclusive Negotiating Agreement with SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs.

***Items 21 – 30 will occur in the 7:00 p.m. hour.***

**21. INVOCATION**

**22. PLEDGE OF ALLEGIANCE**

**23. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**24. ANNOUNCEMENTS**

**25. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**

**26. PRESENTATIONS**

- a. Proclaiming the week of April 8-14, 2018 as “National Library Week”
- b. Introduction of New Santa Fe Springs Policing Team Members

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

- a. Committee Appointments

**28. ORAL COMMUNICATIONS**

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

**29. COUNCIL COMMENTS**

**30. 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**

March 16, 2018

**Date**



**FOR ITEM NO. 3A**  
**PLEASE SEE ITEM NO. 7A**





## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

That the Public Financing Authority receive and file the report.

### **BACKGROUND**

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

#### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 2/28/18

None

Outstanding principal at 2/28/18

\$1,960,000

#### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 2/28/18

None

Outstanding principal at 2/28/18

\$36,986,736

#### Bond Repayment

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

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

#### Unspent Bond Proceeds

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

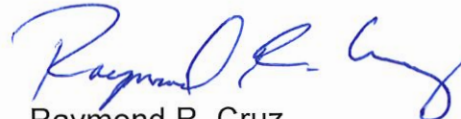


2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz  
City Manager/Executive Director



**FOR ITEM NO. 4A  
PLEASE SEE ITEM NO. 7A**





# City of Santa Fe Springs

Water Utility Authority Meeting

March 22, 2018

## CONSENT CALENDAR

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

### RECOMMENDATION

That the Water Utility Authority receive and file the report.

### BACKGROUND

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

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 2/28/18

None

Outstanding principal at 2/28/18

\$6,890,000

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

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

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

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager/Executive Director

Report Submitted By: Travis Hickey  
Finance and Administrative Services

Date of Report: March 15, 2018

**ITEM NO. 4B**





# **City of Santa Fe Springs**

## **Water Utility Authority Meeting**

**March 22, 2018**

### **CONSENT AGENDA**

#### **Status Update of Water-Related Capital Improvement Projects**

#### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

#### **BACKGROUND**

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

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

At the April 13, 2017 City Council Meeting a contract was awarded to G.J. Gentry (Gentry) of Upland in the amount of \$647,390.00 to perform water main line work in conjunction with the I-5 Freeway Widening Project. Gentry mobilized on February 13, 2018 to re-commence construction of the remaining portion of the I-5 Freeway Widening Project Phase II located east of the I-605 Freeway. Gentry has completed the installation of new water main on Orr and Day Road, south of Florence Avenue and are currently in the process of installing the new water main on Orr and Day Road, north of Florence Ave.

#### **INFRASTRUCTURE IMPACT**

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

#### **FISCAL IMPACT**

The I-5 Freeway Water Main Relocation – Florence Segment Phase II, is funded through State Transportation Utility Agreement.

  
Raymond R. Cruz  
Executive Director

#### **Attachments:**

None

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

 Date of Report: November 21, 2017

**ITEM NO. 4C**



**FOR ITEM NO. 5  
PLEASE SEE ITEM NO. 7A**



**FOR ITEM NO. 6A  
PLEASE SEE ITEM NO. 7A**





# *City of Santa Fe Springs*

City Council Meeting

March 22, 2018

## **APPROVAL OF MINUTES**

Minutes of the February 22, 2018 Regular City Council Meeting

### **RECOMMENDATION**

Staff recommends that the City Council:

- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meeting:

- February 22, 2018

Staff hereby submits the minutes for Council's approval.

  
Raymond R. Cruz  
City Manager

### **Attachment:**

Minutes for February 22, 2018





APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

February 22, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:02 p.m.

2. **ROLL CALL**

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

**Members absent:** None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

### PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Public Financing Authority Meeting

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

**Monthly Reports**

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

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

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

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority:

- Approve the minutes as submitted.



**Monthly Reports**

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, approving Item No. 4A, 4B, & 4C, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**HOUSING SUCCESSOR**

5. Minutes of the January 30, 2018 of the Housing Successor Agency.

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

It was moved by Council Member Moore, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**SUCCESSOR AGENCY**

6. **CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to approve the minutes as submitted, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**CITY COUNCIL**

7. **CONSENT AGENDA**

- a. Minutes of the January 30, 2018 City Council Meetings

**Recommendation:** That the City Council:

- Approve the minutes as submitted.



b. Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2017

**Recommendation:** That the City Council:

- Receive and file the report.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, approving Item No. 7A and 7B, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

## **PUBLIC HEARING**

8. Annual Weed Abatement Program

**Recommendation:** That the City Council:

- Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

Mayor Sarno opened the Public Hearing at 6:04 p.m.

Mayor Sarno closed the Public Hearing at 6:04 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

## **NEW BUSINESS**

9. License Agreement to Temporary Use Housing Successor-Owned Land

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

**Recommendation:** That the City Council:

- Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

Item No. 9 was considered during the Successor Agency agenda.

It was moved by Council Member Moore, seconded by Council Member Zamora, to authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein, by the following vote:



**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nayes:** None

**10. City of Bellflower Amendment No. 5 to Traffic Signal Maintenance Services Agreement**

**Recommendation:** That the City Council:

- Approve the amendment to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to approve the amendment to the agreement with the City of Bellflower to provide Signal Maintenance Services; and authorize the City Manager to execute the agreement on behalf of the City, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nayes:** None

**11. Chevron U.S.A., Inc. and Chevron Pipe Line Company Easement Approval**

**Recommendation:** That the City Council:

- Approve the easement to Chevron U.S.A., Inc. and Chevron Pipe Line Company to maintain and operate their pipelines within the street right of way of Freeway Drive and authorize the City Manager to sign the easement deed.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to approve the easement to Chevron U.S.A. Inc. and Chevron Pipe Line Company to maintain and operate their pipelines within the street right of way of Freeway Drive and authorize the City Manager to sign the easement deed, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nayes:** None

**12. Water Feature Maintenance Services – Authorization to Issue Request for Bids**

**Recommendation:** That the City Council:

- Authorize the Director of Public Works to execute Contract Amendment No. 1 with Payless Pool Service to extend the Water Feature Maintenance Services Agreement for thirty (30) days to April 12, 2018.
- Authorize the Director of Public Works to issue a Request for Bids to provide water feature maintenance services.

It was moved by Council Member Rounds, seconded by Council Member Moore, to authorize the Director of Public Works to execute the contract amendment No. 1 with Payless Pool Service to extend the Water Feature maintenance services agreement for thirty (3) days to April 12, 2018 and authorize the Director of Public Works to issue a request for bids to provide water feature maintenance services, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nayes:** None



**13. Approval of Agreement for Subcontracting City's Child Care Development Services with Preschool Program with Options for Learning**

**Recommendation:** That the City Council:

- Approve the Agreement to Subcontract the City's Childcare and Development Services Preschool Program with Options for Learning for Fiscal year 2018-2019.

Ed Ramirez, Family and Human Services Manager provided a brief presentation on Item No. 13. He also introduced Cliff Marcussen from Options whom provided a brief presentation on the program.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to approve the agreement to subcontract the City's childcare and development services preschool program with Options for Learning for Fiscal Year 2018-2019, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

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***Mayor Sarno recessed the meetings at 6:25 p.m.***

***Mayor Sarno convened the meeting at 7:05 p.m.***

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**14. INVOCATION**

Invocation was led by Mayor Pro Tem Trujillo.

**15. PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

**16. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: Chamber CEO Kathy Fink, Susan Crowell from HealthFirst Medical Group and Debbie Baker from Simpson Advertising.

**17. ANNOUNCEMENTS**

- The Youth Leadership Committee Members made the following announcements:
  - The "Perfect Gentlemen", Friday, March 2, 2018 at 7PM
  - March Madness Karaoke, Thursday, March 15, 2018 at 12PM
  - Spring Adventure Camp, Monday, March 26 - Friday, March 30 at 9PM
- Announcement from Mayor and Council regarding Don Powell, thanking him for his time in Santa Fe Springs.
- Introduction of New City Manager Raymond R. Cruz



- Mayor introduced New City Manager. Council welcomed the new City Manager.

## **18. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- Fire Chief, Brent Hayward spoke about the Placita Park Apartment carport fire that occurred at 1:18 a.m., at 9353 Pioneer Blvd, 2/22/18; he noted there were 15 cars damaged; Police Department took residents to Gus Velasco Center; in addition, he spoke about the Pico Rivera, 75 unit complex Fire, he noted that 100 firefighters were involved and 75 residents homes were destroyed.
- Director of Purchasing, Paul Martinez provided an update on the City's new finance system, noted end users have been trained, and the system will be going live dated on March 13, 2018.
- Director of Community Services, Maricela Balderas, spoke about; 1) Santa Fe Springs Presidents Day carnival; 2) Provided an update about the security camera system at the recreation center, 16 locations where cameras were installed; 3) thanked Don Powell for his support and welcomed Raymond Cruz to the City. Noted that Maricela Balderas and Maritza Sosa-Nieves will be moving to City Hall shortly.
- Director of Public Works, Noe Negrete, spoke about the tree trimming project, planting 4,000 trees, setting up a meeting, looking at 10 cities giving 200 trees to cities and residents; 2) Florence bridge went down, bus shuttle system for schools, agreement is up to \$415,000, original agreement was for \$200,000; it is estimated that the project will be completed by June; Last, Public Works thanked Don for all his support.
- Director of Planning, Wayne Morrell spoke about 1) the housing acquisition and rehabilitation program (HARP); 2) spoke about a house that is part of the HARP and noted there was someone at the location, and there were a variety of items stolen such as copper pipes, stove, etc.
- Mr. Powell noted that the cost of the items stolen were covered by JPIA. Last, he stated that Planning thanked Don Powell for all his support.
- Dino Torres, spoke about having a wall remembrance "the ultimate sacrifice" at the police center; also, spoke about the banner at police center "honoring our fallen heroes"; Lastly, he announced that on March 13<sup>th</sup> there will be a crime prevention seminar at Town Center at 6pm.

## **19. PRESENTATIONS**

- a. Presentation to Milestone Event Celebrants
- b. Recognition of Junior Troop 14264 for Hosting Girlsports Day in Santa Fe Springs on February 10, 2018
- c. Presentation to Jo Ann Madrid upon her Retirement

## **20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Committee Appointments  
Council Member Moore appointed Miriam Herrera to the Family & Human Services



Advisory Committee.

**21. ORAL COMMUNICATIONS**

There were no oral communications.

**22. ADJOURNMENT**

Mayor Sarno adjourned the meeting at 8:27 p.m. in memory of Jaime Oviedo, Nadine West and Grandma Socorro.

\_\_\_\_\_  
Jay Sarno  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## **CONSENT AGENDA**

Fire Station No. 4 - Underground Fuel Tank Removal - Final Payment

### **RECOMMENDATIONS**

That the City Council approve the Final Payment (less 5% Retention) to Fleming Environmental, Inc. of Fullerton, California in the amount of \$39,176.10 for the subject project.

### **BACKGROUND**

The City Council, at their meeting of January 11, 2018, awarded a contract to Fleming Environmental, Inc. of Fullerton, California in the amount of \$39,236.00 for the above subject.

The projects scope of work included the demolition of existing 8" thick concrete pavement, excavation, complete removal of the underground fuel tank and its appurtenances including the fuel dispenser, soil samples beneath the tank and piping for hydrocarbons and volatile organic compounds analysis, and re-pave concrete pavement to match existing.

The following payment detail represent the Final Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$41,238.00. The final project cost including construction, engineering and inspection and contingency is within the budgeted amount of \$75,000.

### **FISCAL IMPACT**

The Fire Station No. 4 – Removal of Underground Fuel Tank is fully funded through the Bond Funded Capital Improvement Project.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachment:  
Payment Detail

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

Date of Report: March 15, 2018

**ITEM NO. 7B**



Item No.	Description	Contract			Completed This Period		Completed to Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Removal of the existing fuel tank and dispensing system. The work will include, but not limited to the complete removal of an existing (double walled) one (1) 1,000 gallon diesel fuel tank, one (1) fuel dispenser, pump motors, hoses and nozzles; removal of product, vapor, vent, and recovery pipe lines with secondary containment piping; removal of tank containment sumps; capping/plugging existing pipe lines per plan. Disconnect and remove existing leak detection system sensors all the way to the control panel, emergency shut-off switch, all low voltage electrical conductors and conduits including wirings from fuel tank to Veeder Root TLS 300 Monitor System; disconnect and remove power supply from the electrical main panel; remove and save Veeder Root TLS 300 Monitor System and sump sensors and hand over to the City.	1	L.S.		\$ 20,400.00	100%	\$ 20,400.00	100%	\$ 20,400.00
2.	Furnish and install Mirafli HP 570 Woven Fabric, complete in place.	300	SF	\$14.00	\$ 4,200.00	300	\$ 4,200.00	300	\$ 4,200.00
3.	Backfill with Crushed Miscellaneous Base the removed tank and fuel dispenser areas including 6" sub-base.	18	TONS	\$ 110.00	\$ 1,980.00	36.20	\$ 3,982.00	36.20	\$ 3,982.00
4.	Construct 8" PCC pavement (Class 560-C-3250) with #4 rebar at 16" o.c. both ways, complete with #4 x 24" dowel bars at 24" o.c. as indicated on the drawings and Specifications.	328	SF	\$ 23.00	\$ 7,544.00	328	\$ 7,544.00	328	\$ 7,544.00
5.	Take eight (8) samples (5 ea. will be taken from embedded piping by core drilling; 2 ea. will be taken under fuel tank; and 1 ea. at the dispensing area) and send to a Certified Laboratory for total petroleum hydrocarbons and volatile organic compounds analysis. Submit a report to Fire Department showing all the test results.	1	L.S.		\$ 5,112.00	100%	\$ 5,112.00	100%	\$ 5,112.00

CONTRACT PAYMENTS:

Total Items Completed to Date

Less 5% Retention

Final Payment

\$ 41,238.00

\$ 2,061.90

\$ 39,176.10

Invoice Date

03/07/2018

Invoice No.

Final Payment

Invoice Due Date

03/13/2018

Invoice Pay Date

03/22/2018

Amount

\$39,176.10

Finance Please Pay:

Project Account: 455-397-S014-4800

Recommended by: Robert Garcia RA (2222)

Approved by: *[Signature]* # 2953

\$39,176.10

3/12/18





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## **PUBLIC HEARING**

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

#### **RECOMMENDATION**

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

#### **BACKGROUND**

The Citizens' Option for Public Safety (COPS) program provides grants to every city and county and five special districts that provide law enforcement within California. COPS funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that: A). County populations are the populations in incorporated areas, and B). Each agency is to be allocated a minimum of \$100,000. As a result, the City is entitled to a State of California Citizens' Option for Public Safety (COPS) Grant of \$100,000. In addition, there is \$39,667 in additional grant allocation relating to FY 2016/2017 that was received on September 20, 2017, and \$318 from accrued interest.

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

- the cost for a Traffic Officer (for FY 2017/2018, the cost of the Traffic Officer assigned to the City is \$201,700; \$139,985 would be paid with COPS funds and the remaining balance covered by the City (General Fund)).

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

#### **FISCAL IMPACT**

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

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## NEW BUSINESS

### City-Wide Striping 2018 - Authorization to Advertise for Construction Bids

#### RECOMMENDATIONS

That the City Council take the following actions:

- Approve adding the City-Wide Striping 2018 project to the Capital Improvement Plan;
- Appropriate \$80,000 from the Capital Improvement Plan Utility Users Tax Fund to the City-Wide Striping 2018 project (Activity No. 4154-573100-PW180022);
- Transfer \$30,000 from Public Works Maintenance Signing and Striping (Activity No. 110-397-5360-4400) to the City-Wide Striping 2018 project (Activity No. 4154-573100-PW180022);
- Approve the Specifications; and
- Authorize the City Engineer to Advertise for Construction Bids.

#### BACKGROUND

The City-Wide Striping 2018 project will comprise of stenciling, painting traffic striping, curbs and the removal/replacement of raised reflective pavement markers on the City's major arterials and minor collectors. The existing traffic striping requires refreshing to increase visibility thus enhancing the streets traffic safety serviceability. A complete listing of the proposed streets is attached.

The total estimated cost for the City-Wide Striping 2018 project is \$110,000, which includes construction, engineering, inspection, overhead and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area.

<u>ITEM</u>	<u>BUDGET</u>
Construction:	\$ 91,000
Engineering:	\$ 5,000
Inspection:	\$ 5,000
Contingency:	\$ 9,000
Total Construction Cost:	\$ 110,000

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

#### FISCAL IMPACT

The City-Wide Striping 2018 project is currently not an approved Capital Improvement Plan (CIP), staff recommends adding the project to the Capital Improvement Plan. The project is estimated to have a total cost \$ 110,000. To complete funding for this project it requires an appropriation of \$80,000 from the Capital Improvement Plan Utility Users Tax Fund to the City-Wide Striping 2018

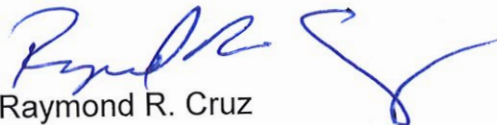
Report Submitted By: Noe Negrete, Director  Date of Report: March 15, 2018  
Department of Public Works **ITEM NO. 9**



project (Activity No. 4154-573100-PW180022) and a transfer of \$30,000 from Public Works Maintenance Signing and Striping (Activity No. 110-397-5360-4400) to the City-Wide Striping 2018 project (Activity No. 4154-573100-PW180022).

**INFRASTRUCTURE IMPACT**

The existing traffic striping requires refreshing to increase visibility thus enhancing the streets traffic safety serviceability.

  
Raymond R. Cruz  
City Manager

**Attachments:**

1. City-Wide Striping 2018 Matrix
2. City-Wide Striping 2018 Site Plan



**CITY-WIDE STRIPING 2018  
MATRIX**

No.	Street	Start	End	Striping Plan No.
1.	Alondra Boulevard	Shoemaker Avenue	Marquardt Avenue	T-025-6, R-175-15 thru 19, Exhibit A-1 & 2
2.	Valley View Avenue	Rosecrans Avenue	Alondra Boulevard	T-138A, T-207, Exhibit B-1 thru B-5
3.	Rosecrans Avenue	Carmenita Road	Valley View Avenue	T-105, T-067, T-223, Exhibit C-1
4.	Anson Avenue	Borate Street	Randburn Avenue	T-147
5.	Borate Street	E/O & W/O Marquardt Avenue	Cul-de-sac	T-108, T-039
6.	Milroy Place	Marquardt Avenue	Cul-de-sac	T-039
7.	Bora Street	Marquardt Avenue	Cul-de-sac	T-115
8.	Larwin Circle	Northernly Marquardt Avenue	Southernly Marquardt Avenue	T-208
9.	Marquardt Avenue	Imperial Highway	Coyote Creek	T-039, T-068, T-115, T-282-1Rev, Exhibit D-2 & D-3
10.	Gannet Avenue	Radburn Avenue	Valley View Avenue	T-147, Exhibit D-1
11.	Foster Road	Carmenita Road	Marquardt Avenue	T-282-2R
12.	Carmenita Road	Imperial Highway	Rosecrans Avenue	T-203-4, T-203,3, T-236, T-215, Exhibit E-1
13.	Orden Street	Leffingwell Road	Carmenita Road	T-238
14.	Leffingwell Avenue	Imperial Highway	Orden Drive	T-256, T-238
15.	Adler Street	Shoemaker Avenue	Leffingwell Road	T-259-R
16.	Shoemaker Avenue	Telegraph Road	Adler Street	T-259-R, T-268, T-116, T-084, T-120, T-102, T-100-1, Exhibit F-1 & 2
17.	Lakeland Road	Laurel Avenue	Norwalk Boulevard	T-072-1, T-120, T-064, T-263, Exhibit G-1
18.	Norwalk Boulevard	Perkins Avenue	Lakeland Road	T-227-1 thru 5, Exhibit H-1 thru H-3
19.	Norwalk Boulevard	Washington Boulevard	Approximately 160' S/O Boer Avenue	T-140R
20.	Telegraph Road	Gunn Avenue	Cedardale Street	T-123-1, T-257, T-161, T-097, T-099, T-273, T-228, T-272, T-082-1, T-082-2, T-092-1, T-092-2, T-271, T006-1
21.	Florence Avenue	Pioneer Boulevard	Norwalk Boulevard	T-101-2, T-101-3
22.	Florence Avenue	Bloomfield Avenue	Carmenita Road	T-243, T-149, T-088-1, T-088-2
23.	Los Nietos Road	Pioneer Boulevard	Telegraph Road	T-070, T-265-1, T-265-2, T-183, T-153A, T-158A, T-106
24.	Washington Boulevard	Norwalk Boulevard	Sorensen Avenue	T-184, T-0001, T-154-1, T-154-2





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## NEW BUSINESS

Resolution No. 9572 – Ordering the Preparation of the Engineer's Report for FY 2018/19 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

### RECOMMENDATION

That the City Council adopt Resolution No. 9572, ordering the preparation of the Engineer's Report for FY 2018/19 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

### BACKGROUND

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

The District also included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the development. In FY 2017-2018, the two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street, were slurry-sealed.

The approval of Resolution No. 9572 orders the preparation of plans, specifications, cost estimate, assessment diagram, assessment and the Engineer's Report for the annual updating of the assessment district.

Raymond R. Cruz  
City Manager

### Attachments:

1. Resolution No. 9572
2. Boundary Map

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

Date of Report: March 15, 2018

ITEM NO. 10



**RESOLUTION NO. 9572**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2018-19  
IN CONJUNCTION WITH THE ANNUAL UPDATE FOR  
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01  
(HAWKINS STREET AND PALM DRIVE)**

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

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

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

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2018 and ending June 30, 2019; and,

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

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

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

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

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



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

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

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

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

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

APPROVED and ADOPTED this 22<sup>nd</sup> day of March, 2018.

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Jay Sarno, Mayor

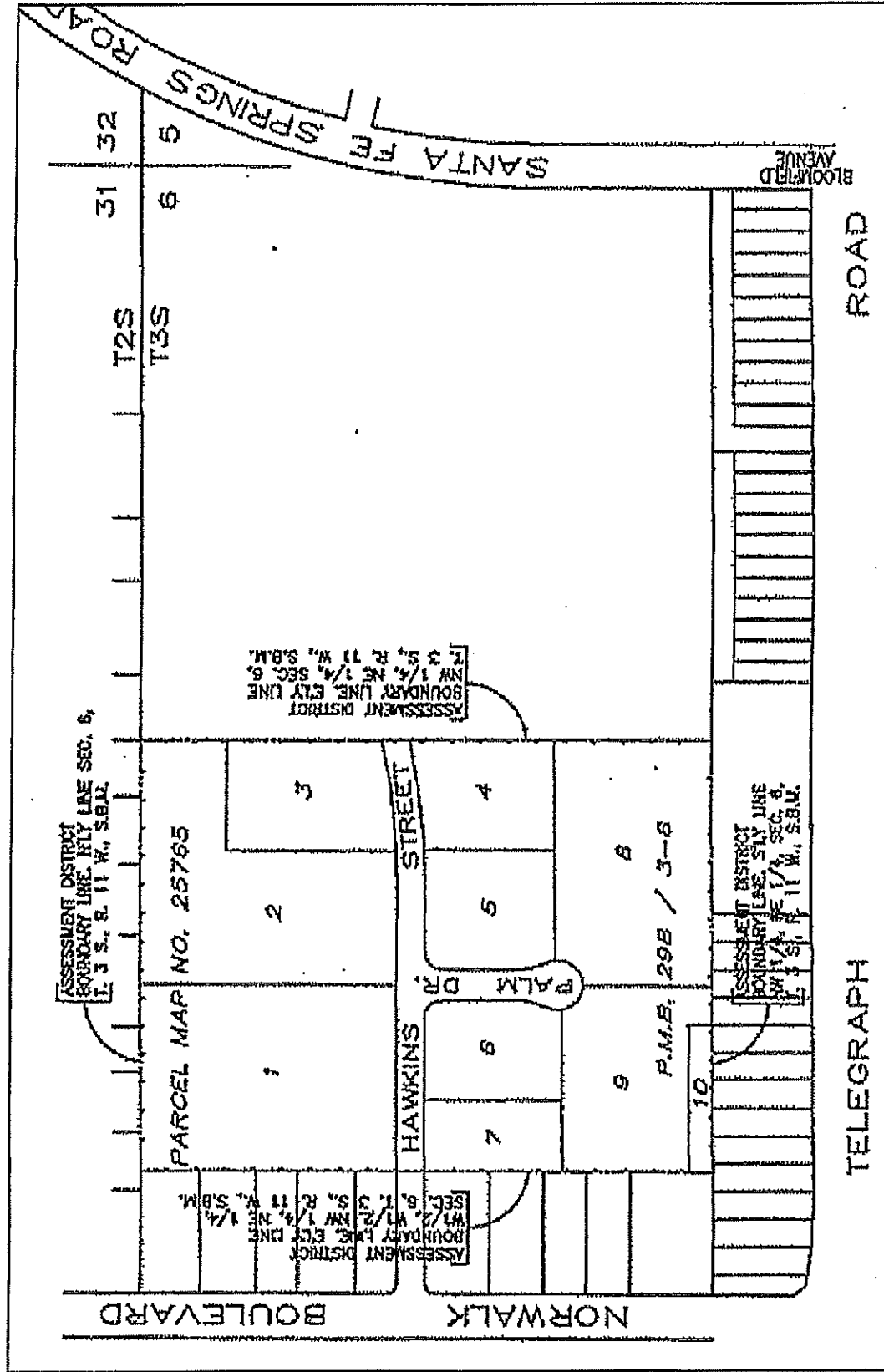
ATTEST:

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Janet Martinez, CMC, City Clerk



BOUNDARY MAP  
HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1







# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## **NEW BUSINESS**

Resolution No. 9573 – Ordering the Preparation of the Engineer's Report for FY 2018/19 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

### **RECOMMENDATION**

That the City Council adopt Resolution No. 9573, ordering the preparation of the Engineer's Report for FY 2018/19 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

### **BACKGROUND**

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

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

The approval of Resolution No. 9573 orders the preparation of cost estimate, assessment diagram, assessment, and Engineer's Report for the annual updating of the Lighting District.

  
Raymond R. Cruz  
City Manager

### **Attachments:**

1. Resolution No. 9573
2. Boundary Map

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

 Date of Report: March 15, 2018

**ITEM NO. 11**



**RESOLUTION NO. 9573**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2018-19  
IN CONJUNCTION WITH THE ANNUAL UPDATE FOR  
STREET LIGHTING DISTRICT NO. 1**

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

**CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1**

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

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2018 and ending June 30, 2019; and,

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

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

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

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

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

Section 2: That a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy" as submitted to this City Council, showing the boundaries of the proposed



area to be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

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

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

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

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

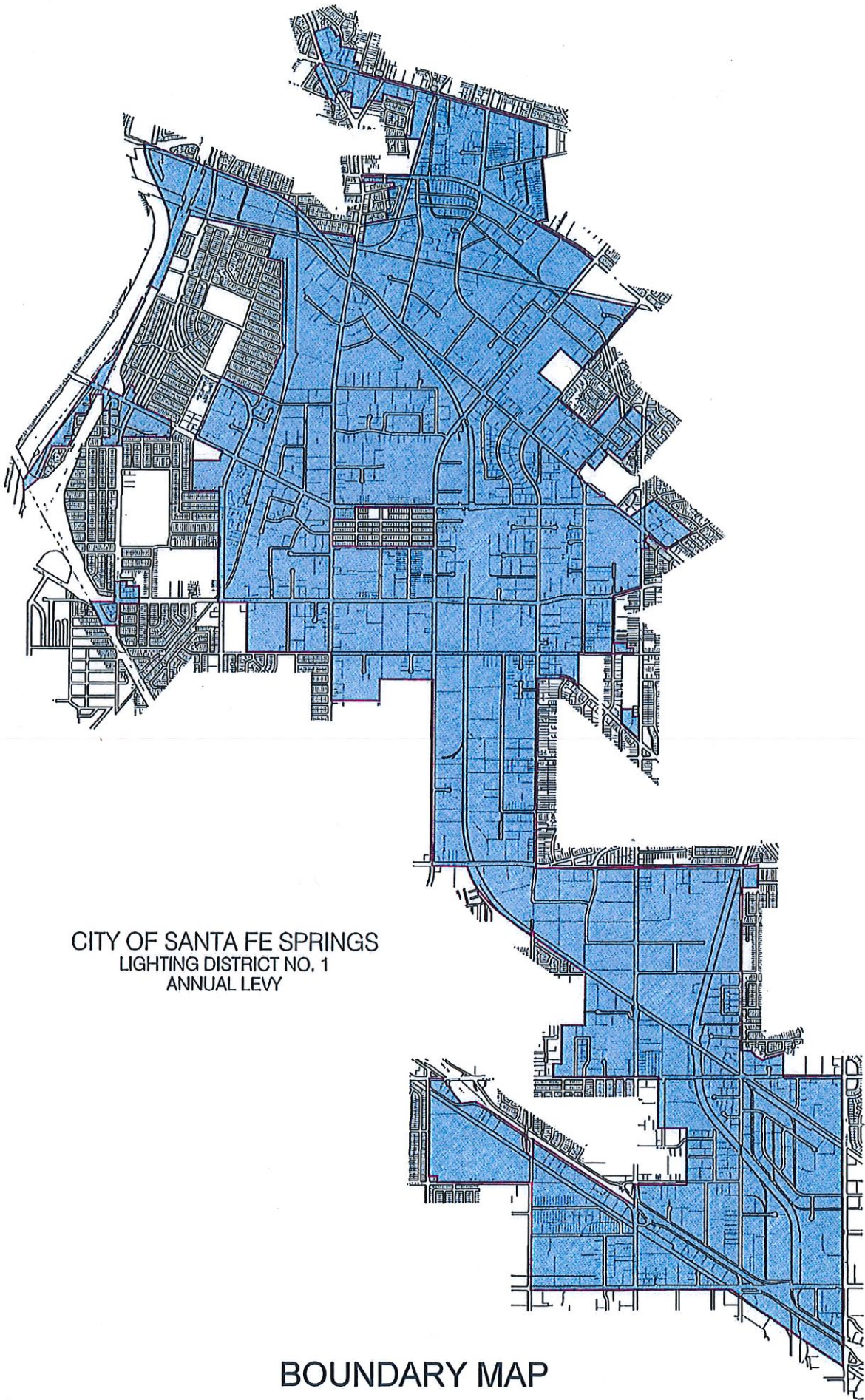
APPROVED and ADOPTED this 22<sup>nd</sup> day of March, 2018.

\_\_\_\_\_  
Jay Sarno, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk





CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1  
ANNUAL LEVY

BOUNDARY MAP





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## NEW BUSINESS

Resolution No. 9571 - Authorizing Filing an Application for Allocation of Section 190 Grade Separation Program Funds for the Rosecrans/Marquardt Avenues Grade Separation Overpass Project

### RECOMMENDATIONS

That the City Council take the following actions:

- Adopt Resolution No. 9571 Authorizing Filing an Application for Allocation of Section 190 Grade Separation Funds for the Rosecrans/Marquardt Avenues Grade Separation Overpass Project (Overpass Project); and
- Authorize the Mayor to sign an Overpass Project Construction and Maintenance Agreement; and
- Authorize the City Engineer to file an application for allocation of Section 190 Funds in the amount \$15 million for the Overpass Project.

### BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) has taken the lead on a project to grade separate Rosecrans Avenue, Marquardt Avenue, and the Burlington North Santa Fe (BNSF) Railway in the City of Santa Fe Springs. Metro made an initial project presentation at the August 27, 2015, City Council meeting. At the December 10, 2016 meeting, the City Council endorsed the design alternative to construct an Offset Overpass that realigns Rosecrans Avenue to the south over the Burlington North Santa Fe (BNSF) rail road tracks in the City of Santa Fe Springs.

Pursuant to the initial project presentation and the project's funding requirements, Staff nominated the Rosecrans/Marquardt Avenues Grade Separation Overpass Project ("Overpass Project") for the California Public Utilities Commission (CPUC) Section 190 Grade Separation Program Priority List. The CPUC subsequently ranked the Overpass Project as the Number 1 priority grade separation project in the state of California for Fiscal Years 2016-17 and 2017-18.

As a result of the project priority ranking and funding requirements, Staff is proposing that the City Council adopt Resolution No. 9571 authorizing filing an application to Caltrans for allocation of \$15 million of Section 190 Grade Separation Funds for the Overpass Project. Metro's current project cost estimate for the Overpass Project is \$155 million.

The Section 190 funds will be contributed to the project through a Cooperative Agreement with Metro. The City will not pay in advance for project costs with City funds. Metro will pay for project costs and request reimbursement from Caltrans through the City's requisition and reimbursement process. The Cooperative Agreement and Funding Agreement with Caltrans will be presented to the City Council pending approval of the funding allocation request.



The application for Section 190 Grade Separation Funds, as well as the construction and maintenance of the Overpass Project, require execution of a Construction and Maintenance Agreement. The Construction and Maintenance Agreement identifies the project's three major parties (Metro, the City, and BNSF Railway Company), and their respective roles and responsibilities regarding constructing the Overpass Project and its maintenance when completed. The Construction and Maintenance Agreement is attached.

**LEGAL REVIEW**

The City Attorney has reviewed Resolution No. 9571 and the Construction and Maintenance Agreement for the Overpass Project.

**FISCAL IMPACT**

The \$15 million Section 190 Grade Separation Funds for the Overpass Project Section is critical to funding the completion of the project with an estimated total cost of \$155 million.

**INFRASTRUCTURE IMPACT**

The proposed Overpass Project will improve safety by separating pedestrians and vehicles from trains at the railroad crossing. The Project will also enhance mobility and quality of life for the community.



Raymond R. Cruz  
City Manager

**Attachments:**

1. Resolution No. 9571
2. Construction and Maintenance Agreement



**RESOLUTION NO. 9571**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE  
SPRINGS AUTHORIZING FILING AN APPLICATION WITH CALTRANS,  
DIVISION OF RAIL, FOR ALLOCATION OF SECTION 190 GRADE  
SEPARATION PROGRAM FUNDS FOR THE  
ROSECRANS/MARQUARDT AVENUES GRADE SEPARATION  
OVERPASS PROJECT**

WHEREAS, the City of Santa Fe Springs ("CITY") was incorporated in 1957 as a general law city and is responsible for transportation planning with respect to local streets and roads within the boundaries of the CITY; and

WHEREAS, BNSF Railway Company ("BNSF") owns and operates a line of railroad in and through the City of Santa Fe Springs, State of California, hereinafter referred to as ("Rail Corridor");

WHEREAS, the CITY and Los Angeles County Transportation Authority (LACMTA) desire to improve the existing Rosecrans Avenue and Marquardt Avenue at grade crossing by constructing a new crossing at separated grades to be known as the Rosecrans/Marquardt Avenues Overpass, hereinafter referred to as ("Overpass") D.O.T. No. 967635B;

WHEREAS, on June 11, 2015, the California Public Utilities Commission ("CPUC") filed an Order Instituting Investigation ("OII") for the purpose of establishing the California Grade Separation Priority Lists for Fiscal Years 2016-2017 and 2017-2018; and

WHEREAS, the OII requested nominations from interested parties for grade separation projects involving existing or proposed crossings at-grade of city streets, county roads or state highways in need of separation, or projects affecting the elimination of grade crossings by removal or relocation of streets or railroad tracks, or existing separations in need of alterations or reconstruction in accordance with Section 2452 of the Streets and Highways Code; and

WHEREAS, the CITY has sponsored the nomination to the CPUC of the Rosecrans Avenue/Marquardt Railroad At-Grade Crossing Overpass Project ("Project"); and

WHEREAS, the Project is presently ranked as Priority No. 1 on the State Grade Separation Priority List (I.15-06-008) as adopted by the California Public Utilities Commission for Fiscal Years 2016-2017 and 2017-2018 pursuant to Section 2452 of the California Streets and Highways Code; and

WHEREAS, following to the CPUC's issuance of the California Grade Separation Program Priority List, the California Department of Transportation ("Caltrans") accepts



applications for the allocation of State Section 190 Grade Separation funds for projects included in the California Grade Separation Priority List; and

WHEREAS, requests for the allocation of Section 190 funds require an agreement between the railroad and the project applicant and a certified resolution from the applicant's governing body attesting to specified conditions that are further described below; and

WHEREAS, Section 2456 of the Streets and Highways Code requires that local agencies receiving allocations for railroad grade separation projects furnish evidence that sufficient funds will be made available as the work of the project progresses and that all other matters prerequisite to the awarding of a construction contract can be accomplished within two years after allocation of funds for the project by the California Transportation Commission; and

WHEREAS, the California Department of Transportation has indicated that funding in the amount of \$15,000,000 is available for the project pending legislative appropriation and California Transportation Commission allocation of funds for fiscal year 2017-2018.

WHEREAS, the CITY desires LACMTA to construct and manage the construction of the Project that is located within the CITY and to enter into a Cooperative Agreement to define roles and responsibilities in the delivery of the project and to facilitate the satisfaction of the requirements of the Section 190 program; and

WHEREAS, there is no pending or threatened litigation that might adversely affect the implementation of the Project, or that might impair the ability of the CITY and LACMTA to implement it; and

WHEREAS, the CITY is not legally impeded from filing an allocation request for Section 190 funds, nor is the LACMTA legally impeded from undertaking the Project; and

WHEREAS, LACMTA has determined that the Project is in compliance with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Section 21080); and

WHEREAS, LACMTA is completing an Environmental Assessment pursuant to Federal Transit Administration regulations implementing the National Environmental Policy Act (23 Code of Federal Regulations 771.117(d) (3)) and a Finding of No Significant Impact is anticipated.

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

Section 1. That the City Engineer is authorized to file an application with the California Department of Transportation for allocation of Section 190 Grade Separation Funds in the amount of \$15,000,000 for the Rosecrans/Marquardt Avenues Grade



APPROVED:  
ITEM NO.:

Separation Overpass Project and execute all required grant documents including, but not limited to, agreements, amendments and payment requests.

Section 2. That the City Council authorizes the Mayor to enter into a Cooperative and Funding Agreement with LACMTA to define roles and responsibilities in the delivery of the project and to facilitate the satisfaction of the requirements of the Section 190 program.

Section 3. That the City Council authorizes the Mayor to enter into a Construction and Maintenance Agreement with LACMTA and BNSF for the construction and management of the Project, and define roles and responsibilities in the construction and maintenance of the project.

Section 4. That all matters prerequisite to awarding the construction contract will be accomplished within two years after allocation of the funds for the Project by the California Transportation Commission.

Section 5. That sufficient local funds will be made available by the City and LACMTA as the work of the project progresses.

APPROVED and ADOPTED this 22<sup>nd</sup> day of March, 2018 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Jay Sarno, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk



**ROSECRANS/MARQUARDT AVENUE OVERPASS  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

BNSF File No. BF10010336  
Rosecrans Avenue Overpass  
U.S. D.O.T. No. 967635B  
LS 7600  
MP157.81  
San Bernardino Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of 2018 ("**Effective Date**"), by and among BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the CITY OF SANTA FE SPRINGS, a corporate and political subdivision of the State of California ("**CITY**") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utilities Code and its successors and assigns, hereinafter referred to as ("**LACMTA**"), hereinafter referred to collectively as (the "**Parties**").

**RECITALS:**

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Santa Fe Springs, State of California, hereinafter referred to as ("**Rail Corridor**");

WHEREAS, CITY and LACMTA desire to improve the existing Rosecrans Avenue and Marquardt Avenue at grade crossing by constructing a new crossing at separated grades to be known as the Rosecrans/Marquardt Avenue Overpass, hereinafter referred to as ("**Overpass**") D.O.T. No. 967635B;

WHEREAS, Marquardt Avenue's new access across the Rail Corridor will be via connector roads to the new Overpass;

WHEREAS, the existing Rosecrans Avenue and Marquardt Avenue at grade crossing, D.O.T. No.027656A will be permanently closed, and removed upon completion of construction and the placing in service of said Overpass. Project costs will not include, and City will be responsible, at its cost, to perform, or to pay for, any street vacation work associated with the vacation of the existing at-grade crossing, D.O.T. No. 027656A. City will work with BNSF to coordinate such work associated with the vacation of the existing at-grade crossing;



WHEREAS, pursuant to this Agreement and upon completion and acceptance of the Overpass by CITY, CITY will thereafter own and maintain the Overpass and all highway improvements made by LACMTA under this Agreement;

WHEREAS, pursuant to this Agreement, LACMTA will acquire from BNSF a Temporary Construction License; and

WHEREAS, pursuant to this Agreement, LACMTA will acquire from BNSF a permanent easement ("**Easement**"), on behalf of the CITY for the Overpass.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I – SCOPE OF WORK**

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed Overpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

## **ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of LACMTA set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon LACMTA's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,000), together with the Temporary Construction License Fee in the sum of One Hundred Twenty Thousand Six Hundred Forty-Four Dollars (\$120,644), BNSF hereby grants to LACMTA, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license in the form attached hereto as Exhibit I (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's Rail Corridor described further on Exhibit A-1, attached hereto and incorporated herein, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said Rail Corridor;



- (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the CITY's use of the Structure;
- (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the CITY's use of the Structure; and
- (d) Require LACMTA or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing required or requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 15 and ends on the earlier of (i) the completion date of the Project, or (ii) thirty-six (36) months following the Notice to Commence Construction. The Temporary Construction License and related rights given by BNSF to LACMTA in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project and for no other purpose. LACMTA and CITY acknowledge and agree that LACMTA and/or CITY shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event LACMTA or CITY is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor. BNSF will not be liable to LACMTA or CITY for any damages, losses or any expenses of any nature whatsoever. BNSF shall not grant similar rights to others, subsequent to the date of this Agreement, that impair or interfere with the rights granted to LACMTA pursuant to the Temporary Construction License.

LACMTA shall pay to BNSF the additional sum of Three Hundred Fifteen Thousand Twenty-Four Dollars (\$315,024), such payment to be made within thirty (30) days of issuing the Notice to Commence Construction pursuant to Article III, Section 15 of this Agreement, and provided further that LACMTA is in compliance with the term and conditions of this Agreement, BNSF will grant to CITY, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's Rail Corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If METRO fails to pay BNSF within the sixty days (60) time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work



incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of LACMTA, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Temporary relocation of a crossing warning device involving the installation of a new automatic crossing warning device in connection with the removal of an existing automatic crossing warning device;
- (d) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Providing a contract project coordinator, at LACMTA's expense, to serve as a project manager for the Project and;

3. BNSF will remove the existing Rosecrans Avenue and Marquardt Avenue at-grade crossing, including removal of the automatic warning devices, and obliterate the crossing between the rails and two feet outside thereof;

4. BNSF will do railroad work set forth in Article II, Section 2 and Section 3 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by Contractor(s) if necessary. In conducting the work hereunder, for any work that BNSF subcontracts, BNSF shall comply with all applicable State prevailing wage requirements. BNSF shall require any contractors completing work under this Agreement to obtain insurance sufficient to cover the risks associated with such work, as determined by BNSF.

5. LACMTA agrees to reimburse BNSF for work of an emergency nature caused by LACMTA or LACMTA's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of LACMTA and LACMTA agrees to fully reimburse BNSF for all such emergency work.

6. BNSF may charge LACMTA for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the



construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

7. During the construction of the Project, BNSF will send LACMTA progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. LACMTA must reimburse BNSF for completed force-account work within sixty (60) days of the date of the invoice for such work, in compliance with Article V, Section 10 hereof. Upon the completion date of the Project, BNSF will send LACMTA a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against LACMTA the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred eighty (180) days of the date of the final invoice.**

8. BNSF will cooperate with LACMTA to provide technical reviews to meet project requirements.

### **ARTICLE III – LACMTA OBLIGATIONS**

In consideration of the covenants of CITY and BNSF set forth herein and the faithful performance thereof, LACMTA agrees as follows:

1. LACMTA shall furnish to CITY plans and specifications for the Project. LACMTA must also furnish to BNSF's Manager Public Projects a PDF file that is formatted to produce legibly on 11" x 17" sheets of the plans and specifications for the Project, in **English Units**, which must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give LACMTA final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. LACMTA must make application to the California Public Utility Commission ("**Commission**") for an order authorizing construction of the Project and will furnish the Commission plans of the proposed construction, approved by BNSF, together with a copy of this Agreement.

3. LACMTA must obtain all other required permits and approvals for the construction of the Project. LACMTA will be the agent for purposes of seeking Project approvals but the CITY shall be the applicant for applicable Permits for the Project.



4. LACMTA must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

5. LACMTA must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

6. LACMTA must construct the Project as shown on the attached Exhibit A and do all work provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF her ein. LACMTA must furnish all labor, materials, tools and equipment for the performance of LACMTA's work. The principal elements of LACMTA's work are as follows:

- (a) Preliminary and final Engineering;
- (b) Design and the construction of the Overpass;
- (c) Remove the paved portions of the existing Rosecrans Avenue and Marquardt Avenue grade crossing;
- (d) Providing of suitable drainage both temporary and permanent;
- (e) Installation of gates and fencing along the boundaries of Rail Corridor in order to provide BNSF with permanent access in all four quadrants for maintenance purposes;
- (f) Providing temporary installation of K-Rail (Jersey) barriers and chain link fencing between the tracks and the traveled roadways where necessary to prohibit access to the Rail Corridor;
- (g) Providing pedestrian control during construction;
- (h) Installation and maintenance of a curved 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
- (i) All other necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
- (j) Application of the DOT No. 967635B and the CPUC No. 002-157.85-A in conspicuous locations on the OVERPASS;
- (k) Job site cleanup within Project area including removal of all construction materials, concrete debris, surplus soil, refuse, disturbed contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.



7. Subject to availability of the required funds LACMTA will acquire all properties and/or easement rights or construction licenses required to construct and/or maintain the Project; provided, however, that LACMTA's maintenance obligations shall be limited to the period of construction of the Project through the completion date of the Overpass, and the CITY shall be solely responsible for maintenance of the Overpass from and after Final Date of Acceptance (as defined below) pursuant to the Easement.

8. LACMTA's work must be performed by LACMTA or LACMTA's Contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. LACMTA must require its Contractor(s) to notify BNSF's Roadmaster, (323) 307-5815, at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, LACMTA must require its Contractor(s) to notify BNSF's Manager Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

10. LACMTA or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by LACMTA's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, LACMTA must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in Exhibit G, attached to this Agreement and incorporated herein, with applicable calculations to BNSF's Manager of Public Projects.

11. LACMTA must include the following provisions in any contract with its Contractor(s) performing work on the Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's One Call (telephone number (800) 533-2891) and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must



cooperate fully with any telecommunications company(ies) in performing such rearrangements.

- (c) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to LACMTA or BNSF until these items are completed.
- (d) In addition to the liability terms contained elsewhere in this Agreement, the Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY PROVIDER WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (e) LACMTA will require the Contractor to maintain at least \$20,000,000 of liability insurance in effect at all times during the course of the work on the Project. Such liability insurance will be required to name BNSF as an additional insured.

12. LACMTA shall use its commercially reasonable efforts to cause its Contractor to comply with the terms of this Agreement and shall not direct its Contractor to take any actions that would violate the terms of this Agreement. LACMTA shall require its Contractor to comply with the requirements of Exhibit C attached hereto, including the execution and delivery of the Agreement between BNSF and the Contractor attached as Exhibit C-1 hereto.

13. Except as otherwise provided below in this Section 13, all construction work performed hereunder by LACMTA for the Project will be pursuant to a contract or contracts to be let by LACMTA, and all such contracts must include the following:



- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime Contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;
- (d) To facilitate scheduling for the Project, LACMTA shall have its Contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and LACMTA's Contractor will establish mutually agreeable work windows for the Project. LACMTA shall inform its Contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the Contractor's expenses for the Project;
- (e) The plans and specifications for the Project be in compliance with the Bridge Requirements set forth in said Exhibit F, and
- (f) Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site: <http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/FalseworkManual.pdf>; and
- (g) The Contractor will be required to comply with the requirements of the Grant Agreement under The Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015) for the National Infrastructure Investments Discretionary Grant Program (FY 2016 Tiger Discretionary Grants).

14. LACMTA must give BNSF's Manager Public Projects written notice to proceed (**"Notice to Proceed"**) with the railroad work. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed. The Notice to Proceed must reference BNSF's Agreement No. BF10010336.

15. Subject to the restrictions imposed by Article V, Section 13 below, the construction of the Project will not commence until LACMTA gives BNSF's Manager Public Projects thirty (30) days written notice to commence construction (**"Notice to Commence Construction"**) when the Contractor has satisfied the requirements set



forth hereinabove in Article III, Section 12(c) and will enter BNSF Rail Corridor to begin construction. The Notice to Commence Construction must reference BNSF's Agreement No. BF10010336 and must state the time that construction activities will begin.

16. LACMTA must advise BNSF's Manager Public Projects and the CITY, in writing, of the date of completion of the work on the Project (the "**completion date**") within thirty (30) days after such completion date occurs, making reference BNSF's Agreement No. BF10010336. Additionally, LACMTA must notify BNSF's Manager Public Projects, in writing, of the date on which LACMTA, and/or CITY, and/or LACMTA's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

17. **TO THE FULLEST EXTENT PERMITTED BY LAW, LACMTA HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF AND THE CITY, THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE OR OCCUPANCY BY, OR PRESENCE OF, LACMTA, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE BY, OR FAILURE TO PERFORM BY, LACMTA, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OF ITS WORK OR ANY OBLIGATION OF LACMTA UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF LACMTA, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) LACMTA'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO LACMTA PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO LACMTA PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) LACMTA'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY LACMTA, IF ANY, OR (VII) AN ACT OR OMISSION OF LACMTA OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER IN CONNECTION WITH THE PROJECT. THE LIABILITY ASSUMED BY LACMTA WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF OR THE CITY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF OR THE CITY.**



As a matter of clarification, the foregoing indemnity by LACMTA shall not cover any actions or omissions of CITY, which shall be governed by Article IV, Section 2 hereof. Any claim by a party indemnified under the foregoing paragraph must be made within the applicable statute of limitations for such claims, but in any event within four (4) years after the completion date of the Project. Furthermore, the Parties agree that as LACMTA's indemnification of BNSF ends, the CITY will at such time assume the indemnification of BNSF as provided in Article IV, Section 2 hereof.

#### **ARTICLE IV - CITY OBLIGATIONS**

In consideration of the covenants of BNSF and LACMTA herein contained and the faithful performance thereof, CITY agrees:

To permit LACMTA to design and construct the Project, and to notify all utilities whose facilities conflict with the Project of the Project and to enforce the requirements of such utility owners to relocate or remove the conflicting utility facilities at the utility owners' own cost and in accordance with the City's Franchise Agreements with such utilities. CITY shall be responsible for causing all such conflicting utilities to be removed and relocated without cost to LACMTA or BNSF. The Parties acknowledge and agree that the Project is not a project for LACMTA's or BNSF's transportation systems and that LACMTA and BNSF have no responsibility for paying the costs of any required utility relocation in connection with the Project.

1. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F and Exhibit G, BNSF and CITY agree to the following terms upon the completion date of construction of the Project:

- (a) BNSF will own and maintain, at its sole cost and expense, its roadbed, track, railroad drainage, and all other railroad facilities, however, nothing herein contained shall relieve CITY of any liability it would otherwise have with respect to damage caused to said Overpass by negligent act or omission of CITY or its employees;
- (b) CITY will own and maintain, at its sole cost and expense, the Overpass, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadway to BNSF gates installed pursuant to this Agreement. BNSF may perform maintenance on the Overpass in order to avoid conflicts with train operation. BNSF will notify CITY for concurrence prior to performing any such maintenance on the Overpass. BNSF shall coordinate and work with CITY in connection with any future improvements to, maintenance of, or modifications to the Overpass. In the event such maintenance involves emergency repairs due to an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, BNSF will immediately notify CITY of items in need of repair that are under CITY's responsibility. If the CITY does not complete the repairs that have been mutually agreed to within a reasonable time period, BNSF personnel and/or providers may perform the repairs and invoice the CITY for the entire cost of such repairs.



Notwithstanding the foregoing, BNSF may remove any materials that infringe upon or violate the minimum clearances described in Exhibit (C) by methods that would not cause damage to the structural integrity of the bridge without prior notice to, or concurrence by, CITY. CITY agrees to reimburse BNSF for the costs it incurs pursuant to this subsection (b);

- (c) CITY must, at CITY's sole cost and expense, keep the Overpass painted and free from graffiti;
- (d) CITY must maintain the DOT No. 967635B and CPUC No. 002-157.85-A in legible condition in the conspicuous locations on the Overpass;
- (e) It is understood by CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Overpass. Under no circumstances will utilities be allowed to hang from the Overpass. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;
- (f) CITY must keep the Overpass and surrounding areas clean and free from debris and perform routine maintenance of said Overpass;
- (g) CITY hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from CITY's property to BNSF tracks for maintenance purposes.
- (h) For any future inspection or maintenance, either routine or otherwise, performed on BNSF's Rail Corridor and subject to the restrictions imposed by Article V, Section 13 below, CITY must notify and obtain prior authorization from BNSF's Manager Public Projects before entering BNSF's Rail Corridor, and BNSF's Manager of Public Projects will determine if flagging is required to perform inspection, alterations, or modifications to the Overpass. City may inspect the Overpass within the limits of the deck, from the surface of the roadway and above, without notifying BNSF. If CITY performs (i) alterations or modifications to the Overpass, or (ii) any maintenance or other work on the Overpass with heavy tools, equipment or machinery at ground surface level, horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Overpass vertically above the top of the rail, then CITY shall provide BNSF defense and indemnification at least equal to the defense, indemnification and insurance provisions contained in the current Exhibit C-1 at the time alterations or modifications to the Overpass are undertaken, in accordance with California Government Code section 14662.5. Nothing herein shall be deemed to insure BNSF against its sole negligence or willful misconduct. Notwithstanding the foregoing, Prior to



performing any future maintenance with its own personnel, CITY shall: comply with all of BNSF's applicable safety rules and regulations; require any CITY employee performing maintenance to complete the safety training program at BNSF's Internet Website "**www.BNSFContractor.com**"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present.

The following are the current insurance coverage requirements, which may be changed from time to time:

Railroad Protective Liability insurance naming only **BNSF** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**BNSF**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, LACMTA may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to the LACMTA or its contractors. The limits of coverage are the same as above.

**2. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF AND LACMTA, THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT**



LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE OR OCCUPANCY BY, OR PRESENCE OF, CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE BY, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION CITY UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF OR LACMTA, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF OR LACMTA.

#### **ARTICLE V – JOINT OBLIGATIONS**

IN CONSIDERATION of their mutual understandings and premises, the Parties mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from BNSF's Project Engineer.
2. The work hereunder must be performed in accordance with the Bridge Requirements set forth in Exhibit F, and the detailed plans and specifications approved by BNSF.
3. LACMTA must require its Contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's discretion, any work that would affect train operations shall be scheduled at night. The Parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves



the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The Parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request by written notice any LACMTA employee, or CITY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty and/or unsafe conduct, adversely affects BNSF's operations or facilities, be removed from the Rail Corridor. In the event LACMTA or CITY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) LACMTA (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) LACMTA (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) LACMTA fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by LACMTA or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Dan Mahgerefteh, P.E.  
Regional Rail  
One Gateway Plaza  
Mail Stop 99-17-2  
Los Angeles, CA 90012-2952  
(213) 418-3219  
MahgereftehD@metro.net

6. LACMTA's or CITY's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on the BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site,



[www.BNSFContractor.com](http://www.BNSFContractor.com). A partial list of BNSF's PPE requirements include: a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by state and federal regulations.

7. LACMTA must supervise and inspect the operations of all LACMTA Contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by LACMTA personnel and construction management consultants at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until LACMTA corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify LACMTA's representative below: for appropriate corrective action.

Dan Mahgerefteh, P.E.  
Regional Rail  
One Gateway Plaza  
Mail Stop 99-17-2  
Los Angeles, CA 90012-2952  
(213) 418-3219  
MahgereftehD@metro.net

8. BNSF will contribute Seven Million Two Hundred Seventy-Two Thousand Five Hundred Fifty Dollars (\$7,272,550) (hereinafter referred to as "**BNSF's Share**") towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way and construction within the following limits:

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, local, state and federal funds will be used in the construction of the Project. The total actual cost of construction for the Project is currently One Hundred Fifty-Five Million Three Hundred Thousand Dollars (\$155,300,000).



BNSF will make payment in full of BNSF's Share within sixty (60) days after receipt of a detailed invoice of the Project's final costs, together with written advice of the completion date of the Project, as provided for hereinabove in Article III Section 16.

9. If the actual Project Costs exceed the Estimated Total Project Costs, including the contingency amount, as a result of unforeseen delays, hidden conditions, cost overruns, higher than expected property acquisition costs or other unforeseen causes, LACMTA shall, as soon as feasible, notify the Parties of such amount of such excess Project Costs and specify the reason or reasons for such excess Project Costs being incurred. In such event, LACMTA and City shall work together in good faith to seek additional funds for the Project from other potential local, state or federal sources to pay for the excess Project Costs. If additional funds are not available to pay for such excess Project Costs, LACMTA will cause its engineers and contractor to value engineer the Project, to the extent reasonably possible, to reduce the Project Costs to a level that is covered by the funds available for the Project.

10. Notwithstanding anything to the contrary in this Agreement, each Party hereby acknowledges and agrees that each Party's ability to perform its obligations under this Agreement is conditioned upon the compliance by each of the other Parties with the terms of this Agreement. In the event of a delay or failure to perform by a Party under this Agreement is caused by the failure of one or more other Parties to perform their obligations hereunder, any such delay or failure of such Party to comply with the terms of Agreement shall be excused for so long as the other Parties fail to comply with the terms of this Agreement; provided, however, that the Party claiming such excused delay or failure to perform shall provide the other Parties with notice of the same within (10) days of the occurrence of the event or condition giving rise to such delay or default, specifying the exact reason for such delay or default, and the Party claiming such excused delay or failure shall not be excused from any obligation to reimburse the other for Project Costs as required in this Agreement that were incurred prior to the date of such notice. Any delays in performance by any Party resulting from *force majeure* events (events that are outside the control of such Party, including delays caused by acts of God, war, riots, civil unrest, strikes, labor unrest, weather, shortages of materials) shall also be excused; provided, however, that the Party claiming a *force majeure* delay shall provide the other Parties with notice of the same within ten (10) days of the occurrence thereof.

11. Pursuant to this Section and Article II, Section 7 herein, LACMTA must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes) less BNSF's Share as set forth in Article V, Section 8 herein. BNSF's Share must be paid upon the completion date of the Project.

12. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code Section 17, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.



13. All expenses detailed in statements sent to LACMTA pursuant to Article II, Section 7 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. LACMTA agrees that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement and the issuance of the Notice to Proceed as more particularly described in Article III, Section 14.

14. The Parties mutually agree that no construction activities for the Project, nor future maintenance of the Overpass once completed that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The Parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Within 90 days of the conclusion of the Project and final acceptance by BNSF and CITY, LACMTA must provide one set of as built plans (prepared in English Units) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

16. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of CITY.

17. CITY may, at CITY's sole expense, alter or reconstruct the Overpass if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction, must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Overpass will be covered by a Commission order.

18. Any books, papers, records and accounts of the Parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the



construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the Parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

19. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

20. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

21. Unless terminated by the unanimous agreement of all Parties, this Agreement shall not terminate prior to the natural expiration of the term, and no Party shall have the right to terminate this Agreement for convenience or for any reason. Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

22. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

23. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, LACMTA and CITY with respect to the subject matter herein and supersedes any and all other prior agreements between the Parties hereto.

24. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the Parties at the following addresses:

**BNSF:**

Manager Public Projects  
Jason Sanchez  
740 E. Carnegie Drive  
San Bernardino, CA 92408  
Email: Jason.Sanchez@bnsf.com

Project Engineer  
Greg Rousseau  
740 E. Carnegie Drive  
San Bernardino, CA 92408  
Email: Greg.Rousseau@bnsf.com

Division Engineer  
Jimmy Capps



740 E. Carnegie Drive  
San Bernardino, CA 92408  
Email: Jimmy.Capps@bnsf.com

**LACMTA :**

Jeanet Owens  
Senior Executive Officer  
Project Management/Regional Rail  
One Gateway Plaza  
Mail Stop: 99-10, 17<sup>th</sup> Floor  
Los Angeles, CA 90012-2952  
(213) 922-6877  
OwensJ@metro.net

Dan Mahgerefteh, P.E.  
Regional Rail  
One Gateway Plaza  
Mail Stop 99-17-2  
Los Angeles, CA 90012-2952  
(213) 418-3219  
MahgereftehD@metro.net

**CITY:**

Noe Negrete  
Director of Public Works - City Engineer  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone: (562) 409-7540  
Fax: (562) 409-7540  
NoeNegrete@santafesprings.org

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

(Signature pages to follow)



**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_  
Name: Steve Anderson  
Title: Vice President, Engineering

**LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Jeanet Owens, P.E.  
Senior Executive Officer – Regional Rail

APPROVED AS TO FORM

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel



**CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
Name: Jay Sarno  
Title: Mayor

APPROVED TO FORM

\_\_\_\_\_  
Yolanda M. Summerhill  
City Attorney

Date \_\_\_\_\_



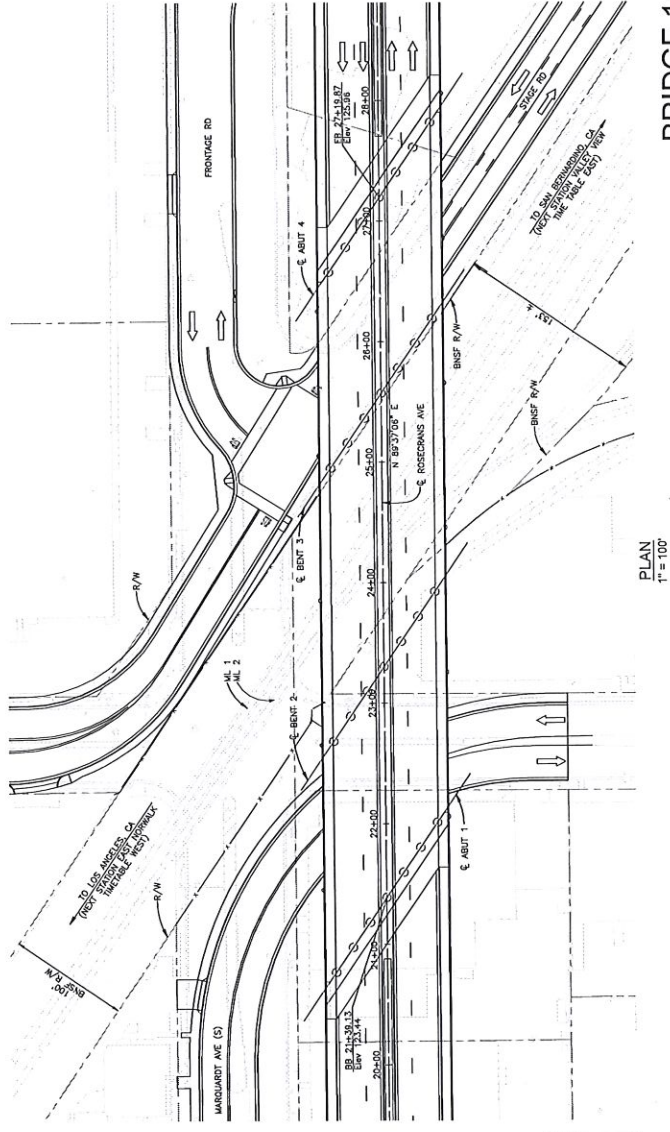
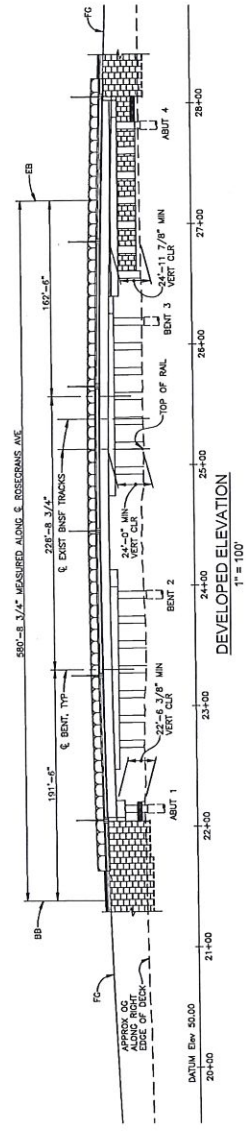
DRAFT

EXHIBIT "A"  
ATTACHED TO A CONSTRUCTION & MAINTENANCE AGREEMENT  
BETWEEN  
BNSF RAILWAY COMPANY  
AND  
CITY OF SANTA FE SPRINGS  
AND  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

FORT WORTH, TEXAS  
SCALE: AS NOTED  
FEBRUARY 2014

CALIFORNIA DIVISION  
SAN BERNARDINO SUBDIVISION  
LINE SEGMENT 7600

WEST PRADO RAILROAD NOTES:  
SUBDIVISION: SAN BERNARDINO LS-7600  
LATITUDE: XXXX  
LONGITUDE: XXXX  
BNSF ENGINEERING STA 943+310.X  
BNSF MP 157.85  
DOT # 967635B  
CPUC # XXXX



BRIDGE 1: ROSECRANS BRIDGE OVERPASS  
SHEET 1 OF 2

NEAR COYOTE CREEK  
SANTA FE SPRINGS, CA



STEVEN M. ANDERSON  
VICE PRESIDENT

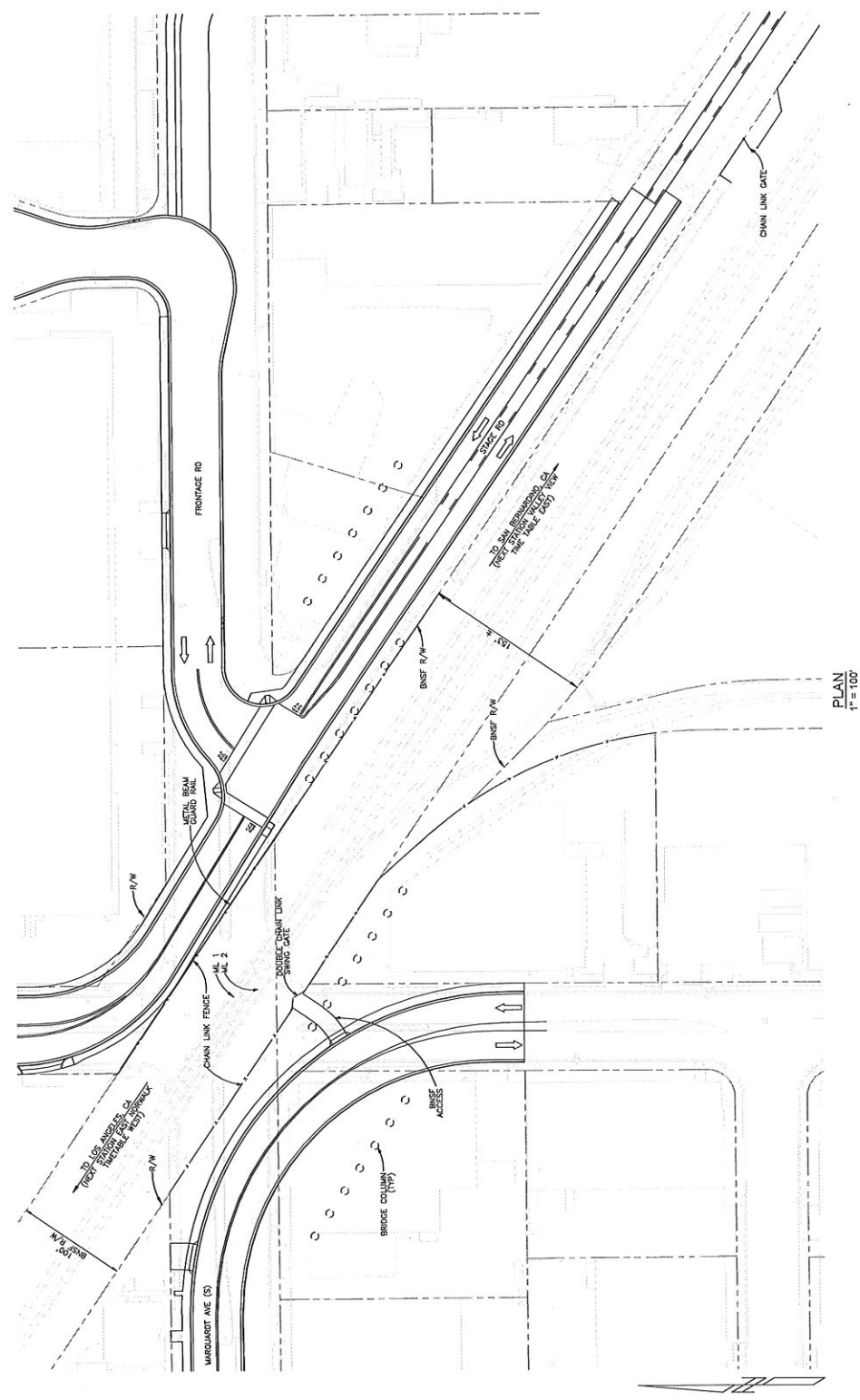
EXHIBIT "A"  
ATTACHED TO A CONSTRUCTION & MAINTENANCE AGREEMENT  
BETWEEN  
BNSF RAILWAY COMPANY  
AND  
CITY OF SANTA FE SPRINGS  
AND  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

FORT WORTH, TEXAS  
SCALE: AS NOTED  
FEBRUARY 2014  
CALIFORNIA DIVISION  
SAN BERNARDINO SUBDIVISION  
LINE SEGMENT 7600

**DRAFT**

WEST PRADO RAILROAD NOTES:  
SUBDIVISION: SAN BERNARDINO LS-7600  
LATITUDE: XXXX  
LONGITUDE: XXXX  
BNSF ENGINEERING STA 943+310.X  
BNSF MP 157.85  
DOT # 967635B  
CPUC # XXXX

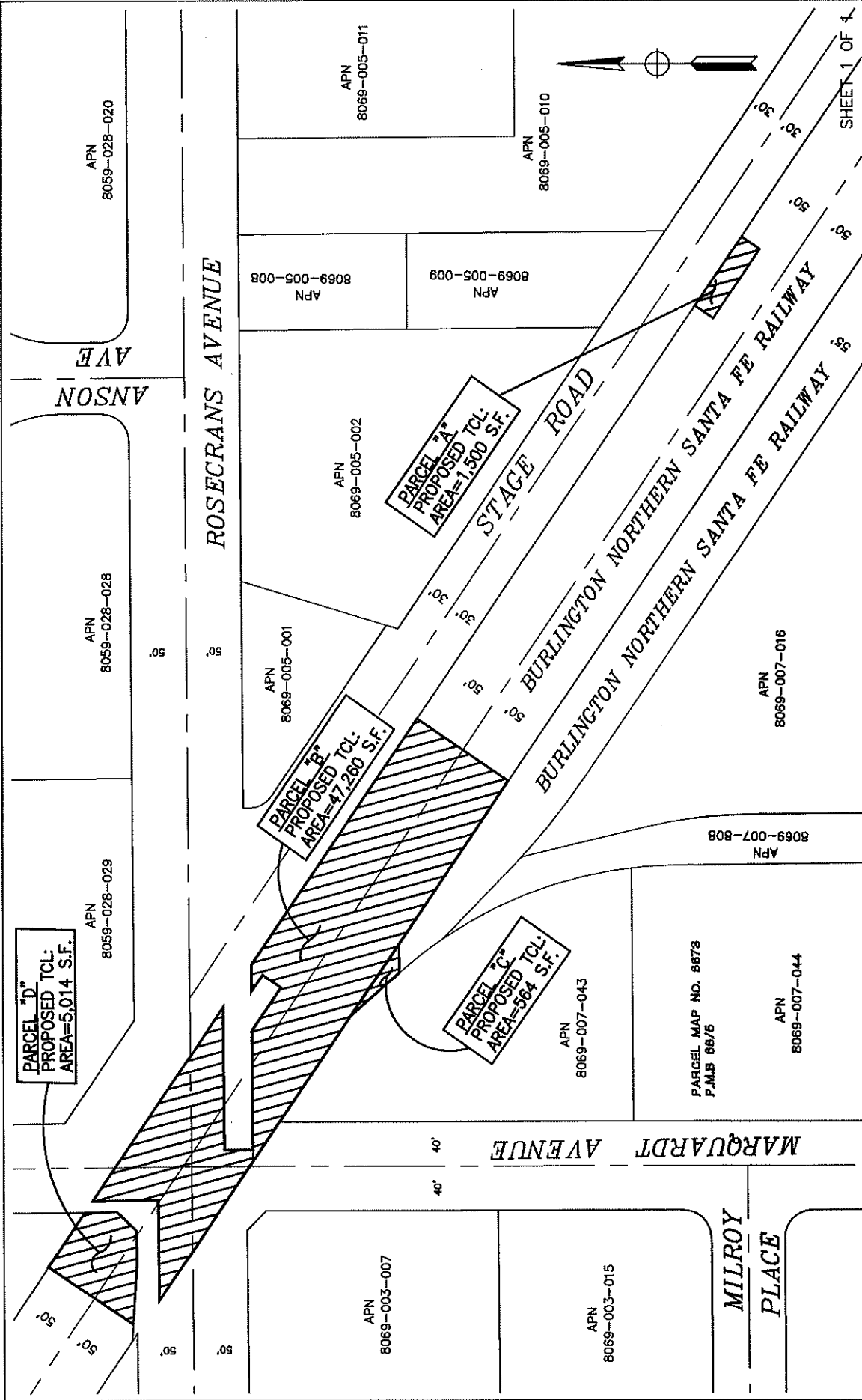
LEGEND  
EXIST LICENSE TO BE  
TERMINATED  
RECONFIGURED LICENSE  
AREA



BRIDGE 1: ROSECRANS BRIDGE OVERPASS  
SHEET 2 OF 2

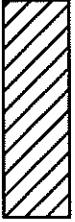
NEAR COYOTE CREEK  
SANTA FE SPRINGS, CA





**EXHIBIT "A-2"**  
**ROSECRANS/MARQUARDT**  
**GRADE SEPARATION**

**EXHIBIT "A-2"**  
**CITY OF SANTA FE SPRINGS**  
**COUNTY OF LOS ANGELES**  
**STATE OF CALIFORNIA**

 INDICATES AREA OF TEMPORARY CONSTRUCTION LICENSE (TCL)



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

(A.P.N. 8069-006-801(POR.) & 8069-007-814(POR.))

THOSE PORTIONS OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, OF THE RANCHO LOS COYOTES IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE DEEDS RECORDED AS DOCUMENT NO. 3602, RECORDED MAY 5, 1971 AND NO. 3552, RECORDED JULY 13, 1973, BOTH OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 6673, AS FILED IN BOOK 68, PAGE 5 OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 55°53'51" EAST 115.22 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1 TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 41°35'31" EAST 45.01 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 89°37'06" EAST 196.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY, 100.00 FEET IN WIDTH, AS DESCRIBED IN SAID DOCUMENT NO. 3552; THENCE NORTH 55°53'51" WEST 190.75 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE; THEN LEAVING SAID NORTHEASTERLY LINE SOUTH 89°37'06" WEST 34.66 FEET; THENCE SOUTH 34°06'09" WEST 13.88 FEET; THENCE NORTH 55°53'51" WEST 20.20 FEET; THENCE SOUTH 89°37'06" WEST 117.45 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 55°53'51" EAST 15.73 FEET ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19,268 SQUARE FEET OR 0.442 ACRES, MORE OR LESS.

SAID EASEMENT SHALL NOT EXCEED BELOW A LEVEL PLANE LOWER THAN 118.0 FEET ABOVE MEAN SEA LEVEL.

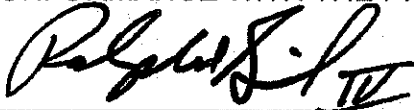
THE LEVEL PLANE DESCRIBED ABOVE IS EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988. THIS ELVATION IS BASED ON THE COUNTY OF LOS ANGELES BENCH MARK NO. BY8634 WITH A PUBLISHED ELEVATION OF 115.425 FEET ABOVE MEAN SEA LEVEL.



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011), ZONE 5. MULTIPLY DISTANCES SHOWN BY 1.0000327524 TO OBTAIN GROUND DISTANCES.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

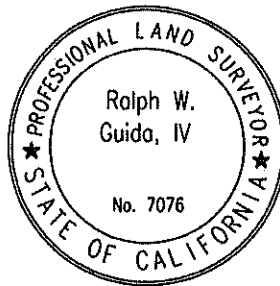
THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



RALPH W. GUIDA, IV, P.L.S. 7076

2/24/2016

DATE





**CITY OF SANTA FE SPRINGS  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA**

APN: 8059-028-029

APN: 8059-028-028

ROSECRANS AVENUE

PROPOSED AERIAL EASEMENT  
AREA = ±19,268 S.F.(0.442AC.)

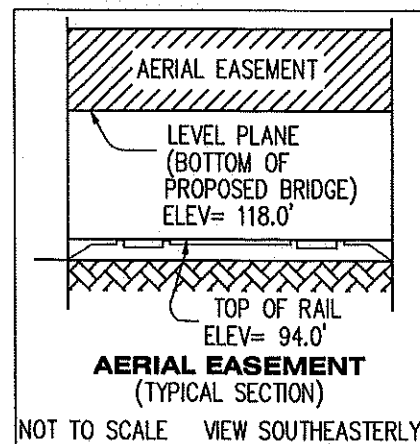
APN : 8069-005-001

RR. R/W PER DOC.  
#3552 O.R. REC.  
7/13/1973

BURLINGTON NORTHERN  
SANTA FE RAILWAY

APN : 8069-007-814  
BURLINGTON NORTHERN  
SANTA FE RAILWAY

SCALE: 1" = 80'



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
APN: 8069-006-801 & 8069-007-814

**EXHIBIT 'B'**

**GUIDA SURVEYING INC.**  
9241 IRVINE BOULEVARD, SUITE 100  
IRVINE, CALIFORNIA 92618  
(949) 777-2050 FAX (949) 777-2050  
EMAIL: GSI@CORP@GUIDASURVEYING.COM

SHEET 1 OF 1

SCALE: 1" = 80'

DRAFTED: SH

CHECKED: KH

DATE: 2/24/2017

JOB NO. 0415-00006

PREPARED BY ME OR UNDER MY DIRECTION:

*Ralph W. Guida, IV* 02/24/17  
RALPH W. GUIDA, IV  
P.L.S. 7076



**BASIS OF BEARINGS**

THE BEARING OF NORTH 40°35'42" WEST AS MEASURED  
BETWEEN GPS SURVEY MONUMENTS "P005" AND "L024" AS  
PUBLISHED BY THE SO. CALIF. REGIONAL RAIL AUTHORITY

**BENCH MARK**

COUNTY OF LOS ANGELES BENCH MARK NO: BY8634  
L&T IN EAST CURB 1' N/O BCR @ NE CORNER VALLEY  
VIEW AVE. & ROSECRANS.

ELEVATION: 115.425 DATUM: NAVD88 LEVELED:2005

**LEGEND**



INDICATES AREA TO BE CONVEYED FOR AERIAL  
EASEMENT PURPOSES. AREA: ±19,268 SQ.FT.  
(0.442 ACRES)

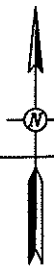
**POB**

POINT OF BEGINNING  
STREET CENTERLINE  
STREET RIGHT OF WAY

BEARINGS AND DISTANCES SHOWN HEREON ARE BASED  
ON THE CALIFORNIA COORDINATE SYSTEM OF 1983  
(EPOCH 2011); ZONE 5. MULTIPLY DISTANCES SHOWN  
BY 1.0000327524 TO OBTAIN GROUND DISTANCES.

- ① S89°37'06"W  
34.66'
- ② S34°06'09"W  
13.88'
- ③ N55°53'51"W  
20.20'
- ④ S89°37'06"E  
117.45'
- ⑤ S55°53'51"E  
15.73'

APN  
8069-003-007



POB

NELY LINE, PCL 1, P.M.  
6673, P.M.B. 68/5

PCL. 1  
P.M. NO. 8673  
P.M.B. 68/5

APN: 8069-007-043

R.R. R/W PER PCL  
REC. 5/21/1971  
DO=0727355  
R.E. 8069-007-814  
APN: 8069-007-814



# EXHIBIT B

## EASEMENT AGREEMENT

### FOR ROSECRANS AVENUE OVERPASS AGREEMENT

(Overpass Agreement)

THIS EASEMENT AGREEMENT FOR \_\_\_\_\_ ("Easement Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Grantee").

A. Grantor owns or controls certain real property situated at or near the vicinity of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, at Mile Post \_\_\_\_\_, [Project # \_\_\_\_\_], as described or depicted on Exhibit "A-1" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Overpass Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**Overpass Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1 Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the OVERPASS Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the OVERPASS Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions,



covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the OVERPASS Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2 Term of Easement.** The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. ***[If this is a temporary easement replace the preceding sentence with the following:*** The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is \_\_\_\_\_ after the Effective Date.]

**Section 3 No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES



RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4 Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5 Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to



be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7 Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.



7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

## **Section 8 Default and Termination.**

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the OVERPASS Agreement, at law or in equity.



## **Section 9    Surrender of Premises.**

9.1    Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following**:

- (a)    remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b)    repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c)    remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d)    leave the Premises in the condition which existed as of the Effective Date.

9.2    Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10    Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11    Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.



**Section 12 Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the OVERPASS Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13 Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. *[IF LEGAL DESCRIPTION IS NOT AVAILABLE USE THE FOLLOWING IN PLACE OF THE PRIOR SENTENCE: As of the Effective Date, a legal description of the Premises is not available. Grantee and Grantor shall work together in good faith to establish the legal description for the Premises. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**").]* The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within \_\_\_\_\_ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14 Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision



herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

#### **Section 15 Administrative Fee.**

15.1 Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[Signature page follows]



Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

BNSF RAILWAY COMPANY, a Delaware  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_,  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT "B-1"

### Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), whose address for purposes of this instrument is \_\_\_\_\_, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

#### WITNESSETH:

**WHEREAS**, Grantor owns or controls certain real property situated in \_\_\_\_\_ County, \_\_\_\_\_ as described on Exhibit "A-1" attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]



Page 1 of 3



(Seal)

My appointment expires: \_\_\_\_\_



## **EXHIBIT "C"**

### **CONTRACTOR REQUIREMENTS**

#### **1.01 General:**

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the Rosecrans Grade Separation Project.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Dan Mahgerefteh, P.E.  
Regional Rail  
One Gateway Plaza  
Mail Stop 99-18-2  
Los Angeles, CA 90012-2952  
(213) 922-3662  
[MahgereftehD@metro.net](mailto:MahgereftehD@metro.net)

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify (METRO) at (213) 922-3662 and Railway's Manager Public Projects, telephone number (909) 386-4075 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF10010336.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove



any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## **1.02 Contractor Safety Orientation**

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

## **1.03 Railway Requirements**

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the METRO.

**1.03.02** The Contractor must notify the Railway's Division Engineer, Jimmy Capps, at (909) 386-4504 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts



- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to METRO and must not be undertaken until approved in writing by the Railway, and until METRO has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by METRO.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by METRO for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.



- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:**

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.everifile.com](http://www.everifile.com), in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to



deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

### **1.05 Railway Flagger Services:**

- **1.05.01** The Contractor must give Railway's **Roadmaster (323-307-5815)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
  - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
  - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
  - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
  - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result



in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway will be borne by **METRO**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- **1.05.03d** The average train traffic on this route is 79 freight trains per 24-hour period at a timetable speed 50 MPH and 52 passenger trains at a timetable speed of 79 MPH.

## **1.06 Contractor General Safety Requirements**

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).



- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL**



**AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

#### **1.07 Excavation:**

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (909) 386-4079**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be



performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

### **1.08 Hazardous Waste, Substances and Material Reporting:**

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

### **1.09 Personal Injury Reporting**

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.





## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- |   |  |
|---|--|
| <input type="checkbox"/> Passenger on train (C)   | <input type="checkbox"/> Non-employee (N)<br><i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| <input type="checkbox"/> Contractor/safety sensitive (F)  | <input type="checkbox"/> Contractor/non-safety sensitive (G)   |
| <input type="checkbox"/> Volunteer/safety sensitive (H)   | <input type="checkbox"/> Volunteer/other non-safety sensitive (I)  |
| <input type="checkbox"/> Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates |  |
| <input type="checkbox"/> Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates           |  |
| <input type="checkbox"/> Non-trespasser (J) - Off railroad property   |  |

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Employee No.)

\_\_\_\_\_  
(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM  
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St: \_\_\_\_\_ 2. Date: \_\_\_\_\_ Time: \_\_\_\_\_  
County: \_\_\_\_\_ 3. Temperature: \_\_\_\_\_ 4. Weather: \_\_\_\_\_  
(if non BNSF location)

Mile Post / Line Segment: \_\_\_\_\_

5. Driver's License No (and state) or other ID: \_\_\_\_\_ SSN (required): \_\_\_\_\_

6. Name (last, first, mi): \_\_\_\_\_

7. Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

8. Date of Birth: \_\_\_\_\_ and/or Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
(if available)

Phone Number: \_\_\_\_\_ Employer: \_\_\_\_\_

9. Injury: \_\_\_\_\_ 10. Body Part: \_\_\_\_\_  
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 12. Treatment:

☐ First Aid Only \_\_\_\_\_  
☐ Required Medical Treatment \_\_\_\_\_  
☐ Other Medical Treatment \_\_\_\_\_

13. Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

14. Dr. Address: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

15. Hospital Name: \_\_\_\_\_

16. Hospital Address: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

17. Diagnosis: \_\_\_\_\_



## EXHIBIT "C-1"

### Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: BF10010336

Agency Project: Rosecrans Avenue Grade Separation Project

\_\_\_\_\_ hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 201\_, with **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** for the performance of certain work in connection with the following project: Rosecrans Avenue Grade Separation. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

#### 1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY**



**CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

**THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## **2) TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## **3) INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:



- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.



- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

**Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also



waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.



Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this



Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.



## 6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

**BNSF Railway Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name: Jason Sanchez  
Manager Public Projects

Title: \_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



## **Exhibit E**

[Public Projects Manager's letterhead]

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

Mr. Dan Mahgerefteh, P.E.  
Regional Rail  
One Gateway Plaza  
Mail Stop 99-18-2  
Los Angeles, CA 90012-2952  
(213) 922-3662  
[MahgereftehD@metro.net](mailto:MahgereftehD@metro.net)

Re: Final Approval of Plans and Specifications dated \_\_\_\_\_, 20\_\_\_\_, drafted by  
\_\_\_\_\_ (hereinafter called, the "Plans and  
Specifications")

Dear \_\_\_\_\_:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the Rosecrans Avenue Overpass Project. This final written approval is given to LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("METRO") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF, CITY OF SANTA FE SPRINGS, and METRO, dated \_\_\_\_\_, 20\_\_\_\_, which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by METRO subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and METRO must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by METRO or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

---

Jason Sanchez  
Manager Public Projects



## **Exhibit F**

### **BNSF Bridge Requirements**

#### **BRIDGE DESIGN, PLANS & SPECIFICATIONS:**

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. METRO shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6 inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, METRO will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, METRO will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. A profile of the existing top of rail elevation shall be plotted on the bridge plans. The profile shall extend for 500 feet in each direction of the proposed overpass and a separate profile shall be plotted for each track. If the existing top of rail profile(s) is not uniform such that a sag exists in the vicinity of the proposed Structure, the permanent Structure vertical clearance shall be increased sufficiently to accommodate a raise in the track profile to remove the sag. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, METRO should conduct a pre-bid meeting where prospective Providers have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for



men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

#### BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Provider entering BNSF's right-of-way or property, METRO should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. METRO shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, METRO will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

#### BRIDGE MAINTENANCE:

The CITY will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by METRO during construction and maintained by the CITY upon completion of construction. Trespasser control shall be the responsibility of METRO during construction of the Project and by the CITY upon completion of construction. Graffiti removal will be the responsibility of the CITY.



#### BRIDGE INSPECTION:

The CITY will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the CITY will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the CITY will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

#### BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design. Pipelines will be not be added or attached to the Structure without first submitting plans and calculations to BNSF for review and approval.





# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## NEW BUSINESS

### Firestone Boulevard Remnant Parcel – Approval of Purchase and Sale Agreement

#### RECOMMENDATIONS

That the City Council:

- Find that pursuant to the California Environmental Quality Act (CEQA), the proposed sale will not have a significant adverse effect on the environment and is therefore exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).
- Approve the Purchase and Sale Agreement to Sell the Firestone Boulevard Remnant Parcel to Cox Revocable Living Trust for the price of \$37,000; and
- Authorize the Mayor to sign the Purchase and Sale Agreement and authorize the City Manager to execute any other documents necessary to complete the sale.

#### BACKGROUND

The subject property is a remnant land parcel that is currently part of the Shoemaker Avenue right-of-way, and does not have an assigned Assessor's Parcel Number (APN). The subject property is located adjacent easterly to the property at 12940 Firestone Boulevard. (Enterprise Truck Rental). The subject remnant land parcel has a long, narrow, and irregular land configuration, and contains 5,725 square feet of land area. The site is an effectively vacant land parcel; onsite improvements are limited to older asphalt paving, a concrete block trash enclosure, and concrete footings for parking lot lights.

The subject property represents a remnant land parcel that is not reasonably capable of independent development. The highest and best use of the subject parcel is joining it to the adjacent parcel. The adjacent parcel owner, Cox Revocable Living Trust, is interested in purchasing subject remnant parcel to expand the existing parking area for the Enterprise Truck Rental business located on the site.

The remnant land parcel was previously occupied by the Enterprise Truck Rental business as a parking area under an Encroachment Permit authorized by the City Council and issued to Mr. Ed Cox in 1995.

The Planning Commission, at its March 12, 2018 meeting, determined that the sale of the remnant parcel conforms to the City's General Plan. In addition, the Planning Commission approved Staff's determination that, pursuant to the California Environmental Quality Act (CEQA), that the proposed project does not have a significant adverse effect on the environment and is therefore considered to be exempt from CEQA pursuant to CEQA Guidelines section 15061 (b) (3). A Notice of Exemption has been prepared pursuant to CEQA Guidelines section

Report Submitted By: Noe Negrete, Director  Date of Report: March 15, 2018  
Department of Public Works **ITEM NO. 13**



15062 – Notice of Exemption. Staff will file a Notice of Exemption with the County Clerk of Los Angeles County as part of the transfer to title process.

Staff retained the services of an independent land appraiser, R.P. Laurain and Associates to perform an appraisal to develop a market value for potential sale of subject property. The independent appraiser developed a market value of \$37,000 for subject property.

Staff recommends that the City Council approve the Purchase and Sale Agreement to sell the Firestone Boulevard Remnant Parcel to Cox Revocable Living Trust for the price of \$37,000. Staff further recommends that the City Council authorize the Mayor to sign the Purchase and Sale Agreement and authorize the City Manager to execute any other documents necessary to complete the sale.

**LEGAL REVIEW**

The City Attorney's office has reviewed the proposed Purchase and Sale Agreement.

**FISCAL IMPACT**

The sale of the Firestone Boulevard remnant parcel will eliminate continuing City maintenance costs.

**INFRASTRUCTURE IMPACT**

There is no impact to the existing infrastructure.

  
Raymond R. Cruz  
City Manager

**Attachment:**

Purchase and Sale Agreement



Escrow Office  
Chicago Title Insurance Company  
Attn: Patricia Schlageck, Escrow Officer  
Escrow No. \_\_\_\_\_ Escrow Office

## **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the "**Agreement**") is entered into by CITY OF SANTA FE SPRINGS, a municipal corporation ("**Seller**" or "**City**") and COX REVOCABLE LIVING TRUST, ("**Buyer**"), as of the Effective Date (hereinafter defined) for the sale of real property described below. Seller and Buyer shall be hereinafter jointly referred to as the parties.

### **RECITALS:**

A. The Seller owns a small parcel of property located adjacent easterly to the property at 12940 Firestone Blvd., which is a remnant property ("Property") from a public infrastructure project (Shoemaker Avenue right-of-way). The Property is approximately 5,725 sq. ft. in size. Buyer owns the adjacent property located at 12940 Firestone Blvd. The Property is depicted in the Boundary Exhibit, (**Exhibit "A"**) (the legal description to be prepared by Seller and delivered into Escrow) attached hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

### **ARTICLE 1 AGREEMENT**

1.1 **Incorporation of Recitals.** The Recitals above are incorporated into this Agreement by reference.

1.2 **Agreement.** Subject to the terms and conditions contained in this Agreement, on the Closing Date (hereinafter defined), Seller shall convey to Buyer, and Buyer hereby agrees to purchase, the Property.

### **ARTICLE 2 PURCHASE PRICE**

2.1 **Purchase Price.** The total purchase price to be paid by Buyer for the Property ("Purchase Price") shall be the sum of **Thirty Seven Thousand Dollars (\$37,000.00)**.



**ARTICLE 3**  
**DELIVERY OF SURVEY AND TITLE COMMITMENT;**  
**SURVEY AND TITLE REVIEW**

**3.1     Items to be Delivered.**

(a)     **Title Commitment.** Prior to the Closing (hereinafter defined), Seller, at Seller's sole cost shall cause Chicago Title Insurance Company (the "**Title Company**") to provide to Buyer a current commitment for the issuance of an owner policy of title insurance, including true, correct and, to the extent reasonably available from the public records, legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Property (collectively, the "**Title Commitment**").

(b)     **Survey.** Prior to the Closing, Seller, at Seller's cost, shall have a boundary survey of the Property prepared by a duly-licensed California land surveyor, and Seller shall provide Buyer with a copy of the same. Buyer shall have the right to review and reasonably approve the Survey prior to its being finalized, which approval shall not be unreasonably withheld or delayed. Prior to the Closing, Buyer, at Buyer's cost, may have an ALTA survey based on the Survey (the "**ALTA Survey**") prepared by a duly-licensed California land surveyor.

(c)     **Property Documents.** Seller will deliver to Buyer copies of all documents and materials associated with the Property and within Seller's possession or control (the "**Property Documents**"). From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall promptly deliver to Buyer any new or additional reports, studies, notices, consents, permissions and approvals affecting the Property that Seller may obtain as permitted by this Agreement or receive and shall refrain from taking any action which affects the Property without Buyer's written consent.

(d)     **No Representations.** The Property Documents delivered to Buyer are made available without representation by Seller or recourse to Seller, and Buyer relies on the Property Documents at its own risk.

(e)     **Return of Property Documents.** Notwithstanding the foregoing, if Buyer fails to acquire the Property for any reason, Buyer shall return all Property Documents received by Buyer hereunder to Seller promptly after termination. Notwithstanding anything to the contrary contained herein, Buyer's obligation under this Section 3.1(e) shall survive the termination of this Agreement.

**3.2     Condition of Title.** Buyer acknowledges that title to the Property shall be conveyed to Buyer by the Grant Deed (hereinafter defined) subject to the following title matters each of which shall be included in the approved condition of title ("**Approved Condition of Title**"):

(a)     a lien to secure payment of general and special real property taxes and assessments, not delinquent;



(b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code arising in connection with the transaction contemplated by this Agreement and covering periods following Closing;

(c) matters affecting the condition of title created pursuant to the terms of this Agreement and with the written consent of Buyer;

(d) all exceptions which are disclosed by the Title Commitment, which are approved or deemed approved by Buyer pursuant to Section 4.4 below or as otherwise provided herein; and

(e) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

3.3 **Title Policy.** Title shall be evidenced by the willingness of Title Company to issue its ALTA Standard Coverage Owner's Form Policy of Title Insurance (the "**Title Policy**") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title. Buyer may, at its option, request an extended coverage ALTA Owner's Form Policy of Title Insurance ("**ALTA Policy**") provided that the issuance of said extended coverage ALTA Policy does not delay the Closing, and any additional costs, including, but not limited to, title and endorsement fees and ALTA Survey fees incurred in connection with the issuance of such extended coverage ALTA Policy shall be Buyer's sole responsibility.

#### **ARTICLE 4 AS-IS/WAIVER/RELEASE**

4.1 **AS-IS.** Without in any manner limiting Seller's representations and warranties set forth in this Agreement, Buyer acknowledges and agrees that it is purchasing the Property "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind.

Without limiting the above, Buyer acknowledges that neither Seller, except as expressly set forth in this Agreement, including without limitation Section 5.1, nor any other party, has made any representations or warranties, express or implied, on which Buyer is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the land, the square footage of the Property, improvements and infrastructure, if any, water or water rights, topography, utilities, soil, subsoil, the purposes for which the Property is to be used, drainage, environmental or building laws, rules or regulations, toxic waste or Hazardous Materials or any other matters affecting or relating to the Property. Buyer hereby expressly acknowledges that no such representations have been made.

Without limiting the generality of the foregoing, Buyer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Buyer may now or hereafter have against Seller, and its agents but not any other unrelated third parties (but without limiting Buyer's rights under Article 5 below or any obligations of Seller which this Agreement



expressly provides are to be performed in whole or in part after Closing), whether known or unknown, under any Environmental Law, or common law, in equity or otherwise, with respect to (1) any past, present or future presence or existence of Hazardous Materials on, under or about the Property (including, without limitation, in the groundwater underlying the Property) or (2) any past, present or future violations of any Environmental Laws. For the purposes of this Agreement, the term "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Safety Code, § 25300 et seq.). As used herein, the term "**Hazardous Materials**" includes, without limitation, any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any Environmental Law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, and (I) lead-based paint.

Notwithstanding anything to the contrary set forth in this Article 5, the foregoing release is not intended to and does not cover (i) any claims arising from a breach of Seller's representations or warranties set forth in this Agreement or any other related documents including the grant deed or any other closing documents, (ii) any other breach by Seller of an express obligation of Seller under this Agreement, (iii) any claims for personal injury, death, or damage based on events occurring prior to the Closing Date, or (iv) claims against third parties.



4.2 **Waiver and Release by Buyer.** Without limiting Buyer's rights under Section 5, Buyer expressly waives any rights or benefits available to it with respect to the foregoing releases under any provision of applicable law that generally provides that a general release does not extend to claims that the creditor does not know of or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, Buyer acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Article 5. Without limiting the generality of the foregoing, Buyer acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542 ("**Section 1542**").

BUYER SPECIFICALLY WAIVES THE PROVISIONS OF SECTION 1542 WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS TO WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
Buyer's Initials

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

5.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the following are true and accurate as of the Effective Date and shall be true and accurate at the time of Closing.

(a) **Authorization.** Except as otherwise provided in this Agreement, Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant to this Agreement on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under any agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.



(b) **Bankruptcy.** Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) **Litigation.** There are no claims, demands, causes of action or other litigation or proceedings pending, or contemplated or threatened, with respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services) or Seller's ability to perform its covenants and obligations under this Agreement.

(d) **Violations.** Seller has received no written notice of any violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore remediated to the satisfaction of applicable governmental entities.

(e) **Condemnation.** There is no existing, pending or threatened condemnation of any part of the Property.

(f) **No Notices.** Seller has received no notice that the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as located in a flood plain area, a "wetlands" area, or a conservation area.

(g) **Possession and/or Occupancy.** There are no leases, licenses, options, rights of first refusal, or other agreements relating to the right of possession and/or occupancy of the Property or the right to acquire any interest in the Property by any person or entity. Seller shall cause the Property to be conveyed to Seller free and clear of any such interests.

(h) **Hazardous Materials.** To Seller's knowledge, no Hazardous Materials exist at, on or under the Property.

5.2 **Continuing Validity of Representations, and Warranties.** The foregoing representations and warranties shall be deemed to be repeated by Seller at the Closing and shall survive the Closing. Seller agrees to indemnify, defend and hold Buyer harmless from and against, and to reimburse Buyer with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees actually incurred and court costs) incurred by Buyer by reason of or arising out of the breach of any representation or warranty of Seller set forth herein.

5.3 **Representations, and Warranties of Buyer.** Buyer represents, and warrants to Seller that the following is true and accurate as of the Effective Date and shall be true and accurate at the time of the Closing:

**Authorization.** Except as otherwise provided in this Agreement, Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all



documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant to this Agreement on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms, the transaction contemplated hereby will not result in a breach of, or constitute a default under any agreement or other agreement to which Buyer is subject or by which Buyer is bound.

## **ARTICLE 6 COVENANTS**

6.1 **Seller's Covenants.** Seller hereby covenants and agrees as follows:

(a) **Maintenance of Property.** Except as contemplated by the terms of this Agreement or otherwise agreed to by Seller and Buyer in writing, Seller shall, from and after the Effective Date and through the Closing Date or earlier termination of this Agreement, maintain the Property in the condition that exists on the Effective Date, subject to ordinary wear and tear, casualty and condemnation.

(b) **No Encumbrances.** Except as contemplated by this Agreement, Seller shall not, from and after the Effective Date through Closing Date or earlier termination of this Agreement: (i) enter into any lease or otherwise encumber the Property, unless Seller agrees to terminate the lease or remove the encumbrance at or before Closing; (ii) take any other affirmative action which shall materially and adversely affect the status of title to the Property; (iii) take any affirmative action to materially and adversely change the physical condition of the Property; (iv) enter into any agreements which would bind the Property or Buyer after Buyer's acquisition of the Property; (v) allow any insurance coverage applicable to the Property to lapse or (vi) perform any act which would materially and adversely affect Seller's right or ability to convey the Property to Buyer pursuant to the terms of this Agreement.

6.2 **Buyer's Covenants.** Buyer hereby covenants and agrees to use commercially reasonable efforts as follows:

**Buyer's Development of The Property.** Buyer agrees that prior to any development of the Property it shall obtain any and all necessary approvals from Seller and shall comply with all legal requirements including the California Environmental Quality Act ("CEQA").

## **ARTICLE 7 CONDITIONS TO CLOSING**

7.1 **Conditions to Closing.** Each of Seller's and Buyer's obligations to close the sale and purchase of the Property at the Closing is subject to the satisfaction of the following conditions contained in this Section 7.1 on or before the Closing Date:



(a) **Seller's Conditions.**

(i) **Truth and Accuracy of Representations and Warranties.** The representations and warranties made by Buyer in Section 5.3 hereof shall be true and correct in all material respects on the Closing Date.

(ii) **Buyer's Delivery.** Buyer shall deliver each and every item listed in Section 8.3 to Seller, directly or through the Escrow Holder.

(b) **Buyer's Conditions.**

(i) **Truth and Accuracy of Representations and Warranties.** The representations and warranties made by Seller in Section 5.1 hereof shall be true and correct in all material respects on the Closing Date.

(ii) **Title Policy.** Title Company shall have committed to issue to Buyer the Title Policy described in Section 3.3.

(iii) **Seller's Deliveries.** Seller shall deliver each and every item listed in Section 9.2 to Buyer, directly or through the Escrow Holder.

## ARTICLE 8 CLOSING

8.1 **Time and Place; Deliverable Condition.** The sale and purchase of the Property shall be consummated at a closing (the "**Closing**") to be held at the offices of the Title Company. Provided that Buyer has timely delivered Buyer's Approval Notice, the Closing shall be held ten (10) business days following the expiration of the Due Diligence Period (the "**Closing Date**").

8.2 **Items to be Delivered by Seller at the Closing.** Seller covenants that, at the Closing, except as otherwise provided below, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense (except as otherwise provided in this Section 8.2), each of the following items:

(a) A legal description of the Property.

(b) A Grant Deeds duly executed and acknowledged by Seller.

(c) A Non-Foreign Affidavit and a California Form 593-C.

(d) Authority documentation, an owner's affidavit, and any other documentation reasonably requested by the Title Company in order to confirm the authority of Seller to consummate this transaction or to permit the Title Company to issue the Title Policy to Buyer.



(e) Seller's duly executed and acknowledged closing statement prepared by the Title Company.

(f) Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property, executed by Seller.

(g) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy.

(h) The Natural Hazards Disclosure Report.

(i) Any other document contemplated to be signed by Seller and created pursuant to this Agreement or any other standard document reasonably required by the Title Company in connection with the Closing.

8.3 **Items to be Delivered by Buyer at the Closing.** Buyer covenants that, at the Closing, Buyer shall deliver or cause to be delivered to Seller, at Buyer's sole cost and expense:

(a) Buyer's duly executed and acknowledged closing statement prepared by the Title Company.

(b) The Purchase Price in Immediately Available Funds.

(c) Such funds, if any, as may be required of Buyer to pay closing costs or charges properly allocable to Buyer under this Agreement.

(d) A Preliminary Change of Ownership Report for the Property, duly executed by Buyer.

(e) Any other document contemplated to be signed by Buyer and created pursuant to this Agreement or any other standard document reasonably required by the Title Company in connection with the Closing.

8.4 **Title Company Directives at Closing.** After the Title Company has received all of the items to be deposited with it, and when the Title Company is in a position to issue the Title Policy, the Title Company will:

(a) Record any documents clearing title and then record the Grant Deed;

(b) Record any other instruments executed by the parties or either of them that are contemplated by this Agreement to be placed of record;

(c) Issue to Buyer a marked-up Title Commitment obligating the Title Company to issue the Title Policy to Buyer;



(d) Charge Seller for the cost of recording any documents clearing title to subject remnant parcel;

(e) Apportion the real estate taxes as provided in Section 8.7 below;

(f) Prepare closing statements for Seller and Buyer in accordance with the provisions of this Agreement (indicating deposits, credits and charges), including the allocation of real property taxes) and deliver the same, together with a disbursement of funds, to the appropriate party; and

(g) Deliver the Title Policy to Buyer as soon as reasonably practicable.

(h) Escrow Holder shall deliver to Seller the Purchase Price in Immediately Available Funds.

Any supplemental closing instructions given by either party will also be followed by the Title Company, provided they do not conflict with any instructions set forth herein or are consented to in writing by the other party.

8.5 **Other Documents.** Seller and Buyer shall each sign and deliver such other documents, certifications and confirmations, in form reasonably acceptable to Seller and Buyer, as may be reasonably required by Seller, Buyer or the Title Company to fully effect and consummate the transactions contemplated hereby.

8.6 **Recording of Documents.** The Grant Deed, and any other documents required to be recorded hereunder shall be recorded in the Official Records of Los Angeles County, California.

8.7 **Adjustments and Pro-rations.** At the Closing, real property taxes and assessments for the Property for the current calendar year shall be prorated as of the Closing Date. Seller is a municipal corporation and is exempt from real property taxes. All pending and certified special assessments or fees, including interest or penalties due thereon, with respect to the Property on the Closing Date, whether due in total or in part, will be charged to Seller and will be paid in full by the Title Company concurrently with the recording of the Grant Deed unless Buyer agrees to take subject thereto in which case a credit for such amount will be made against the Purchase Price. All of the foregoing obligations will survive the Closing.

8.8 **Closing Costs.**

(a) **Buyer's Closing Costs.** Buyer shall not pay any of the closing costs

(b) **Seller's Closing Costs.** In addition to the closing costs to be paid by Seller as set forth in Section 8.4, Seller shall pay (i) all document recording charges, (ii) the Title Policy premium for standard owner's coverage and additional Title Policy premium for ALTA extended coverage and any title endorsements requested by Buyer, if any, (iii) the Escrow Holder's fee and (iv) all documentary transfer taxes assessed by the County and City. In addition, Seller shall pay outside of Escrow all costs and expenses related to the due diligence investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by Seller.



(c) **Other Closing Costs.** Except as otherwise provided herein, Seller shall pay all other closing costs that are normally paid by a seller or purchaser, respectively, in a transaction of this character in the City of Santa Fe Springs, County of Los Angeles, California.

8.9 **Survival.** The agreements as to payments, pro-rations, adjustments and indemnities in this Article 8 shall survive the Closing. In the event that any adjustments are to be made pursuant to this Article 8 after the Closing, then the party who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days after receipt of the invoice.

## **ARTICLE 9 DISTRIBUTION OF FUNDS AND DOCUMENTS**

9.1 **Escrow Agent.** Seller and Buyer, through their respective representatives, shall establish an escrow with the Title Company as escrow agent ("**Escrow Agent**"), through which the transactions contemplated hereby shall be closed. The escrow instructions shall be in a form customarily used by Escrow Agent with such special provisions added thereto as may be required to conform such escrow instructions to the provisions of this Agreement. If there are any conflicts between this Agreement and the escrow instructions as between Buyer and Seller, then this Agreement shall control. This Agreement, together with any standard escrow instructions of Escrow Agent, shall constitute joint escrow instructions of Seller and Buyer to Escrow Agent. Escrow Agent, as the party responsible for closing the escrow, shall comply with: (i) the reporting requirements of Section 6045(e) of the Internal Revenue Code, and the permanent regulations (Section 1.6045-4) issued thereunder and made effective on January 1, 1991; and (ii) the withholding requirements, if applicable, of Section 18805(d) of the California Revenue and Taxation Code. With respect to the delivery of items at Closing, either party may satisfy its obligation to deliver or deposit an item to the other by delivering such item to Escrow Agent.

9.2 **Title Company Obligations; Delivery of the Purchase Price.** At Closing, Escrow Agent shall perform the obligations of the Title Company set forth in Section 8.4 and including delivering the Purchase Price (subject to offsets and adjustments as provided in this Agreement) to Seller, and the transaction shall not be considered closed until such obligations (other than delivery of the Title Policy) have been satisfied.

9.3 **Other Monetary Disbursements.** Escrow Agent shall, at the Closing, deliver (through check or wire transfer): (i) to Seller, all sums and any pro-rations or other credits to which Seller is entitled; and (ii) to Buyer, any excess funds delivered to Escrow Agent by Buyer, and all sums and any pro-rations or other credits to which Buyer is entitled.

9.4 **Recorded Documents.** Escrow Agent shall cause the Grant Deed and any other documents required to be recorded hereunder to be recorded with the appropriate County recorder and, after recording, return such Grant Deed and other documents to the grantee, beneficiary or person acquiring rights under said document or for whose benefit said document was required.

9.5 **Documents to Buyer.** Escrow Agent shall at the Closing deliver by overnight delivery to Buyer the following:

- (a) one conformed copy of the Grant Deed showing all recording data;



- (b) one original of Buyer's closing statement; and
- (c) one original of the Title Policy (promptly following Closing).

9.6 **Documents to Seller.** Escrow Agent shall at the Closing deliver by overnight delivery to Seller, the following:

- (a) one conformed copy of the Grant Deed showing all recording data;
- (b) one original of the FIRPTA Affidavit and 593-C;
- (c) one original of Seller's closing statement; and

9.7 **All Other Documents.** Escrow Agent shall at the Closing deliver by overnight express delivery, each other document received hereunder by Escrow Agent to the person acquiring rights under said document or for whose benefit said document was required.

9.8 **Return of Seller's Documents.** If escrow or this Agreement is terminated for any reason, Buyer shall, promptly following such termination, deliver to Seller all documents and materials relating to subject remnant parcel previously delivered to Buyer by Seller. Escrow Agent shall deliver all documents and materials deposited by Seller and then in Escrow Agent's possession to Seller and shall destroy any documents executed by both Buyer and Seller. Upon delivery by Escrow Agent to Seller (or such destruction, as applicable) of such documents and materials, Escrow Agent's obligations with regard to such documents and materials under this Agreement shall be deemed fulfilled and Escrow Agent shall have no further liability with regard to such documents and materials to either Seller or Buyer.

9.9 **Return of Buyer's Documents.** If escrow or this Agreement is terminated prior to Closing for any reason, and subject to Article 10, Escrow Agent shall deliver all documents and materials deposited by Buyer and then in Escrow Agent's possession to Buyer and shall destroy any documents executed by both Buyer and Seller. Upon delivery by Escrow Agent to Buyer (or such destruction, as applicable) of such documents and materials, Escrow Agent's obligations with regard to such documents and materials under this Agreement shall be deemed fulfilled and Escrow Agent shall have no further liability with regard to such documents and materials to either Seller or Buyer.

9.10 **Escrow Agent Duties.** Escrow Agent shall not be bound in any way by any other agreement or contract between Seller and Buyer, whether or not Escrow Agent has knowledge thereof. Escrow Agent may, at the expense of Seller and Buyer, consult with counsel and accountants in connection with its duties under this Agreement. Escrow Agent shall not be liable to the parties hereto for any act taken, suffered or permitted by it in good faith in accordance with the advice of counsel and accountants. Escrow Agent shall not be obligated to take any action hereunder that may, in its reasonable judgment, result in any liability to it unless Escrow Agent shall have been furnished with a reasonable indemnity satisfactory in amount, form and substance to Escrow Agent.



## ARTICLE 10 REMEDIES UPON DEFAULT

**Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within fifteen (15) days from the date of the notice or such longer period if the nature of the default is such that more than fifteen (15) days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default, which is not cured within the time set forth herein.

## ARTICLE 11 MISCELLANEOUS

11.1 **Notices.** Any notice, request, demand, consent, approval or other communication required hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

**IF TO SELLER:**

City of Santa Fe Springs  
11710 E. Telegraph Road

Santa Fe Springs, CA 90670  
Attention: City Manager  
Telephone: 562-868-0511

**IF TO BUYER:**

Cox Revocable Living Trust  
Attention: Ed Cox  
59160 North Morten Drive  
Saint Helens, OR 97051  
Telephone: 562-537-1567

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other party ten (10) days' advance written notice of such change of address.

11.2 **Survival.** All covenants in this Agreement which by the terms of this Agreement are to be performed after the Closing shall survive the Closing.

11.3 **Binding Contract.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. Seller shall not assign this Agreement to any party without the prior written consent of Buyer. Buyer shall not assign this Agreement to any party without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller consents in advance to an assignment by Buyer to any entity in which Buyer (or an affiliate of Buyer) is responsible for the day-to-day management of such entity. Notwithstanding the preceding terms, Buyer shall have the right to assign this Agreement to an entity that is majority owned and managed by Buyer or an affiliate of Buyer.



11.4 **Interpretation and Applicable Law.** This contract shall be construed and interpreted in accordance with the laws of the state of California. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term "including," and compounds of the word "include," when preceding a list shall be deemed to mean "including but not limited to."

11.5 **Amendment/Waiver.** This Agreement may not be modified or amended, except by an agreement in writing signed by Seller and Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

11.6 **Attorneys' Fees.** In the event either party files a lawsuit or other proceeding in connection with this Agreement or any provisions contained herein, then the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees, expert witness fees and costs, and costs of court incurred in such lawsuit. This covenant shall survive the Closing or termination of this Agreement.

11.7 **Entire Agreement.** This Agreement and all Exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

11.8 **Multiple Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted by fax or e-mail shall be deemed effective for all purposes.

11.9 **Dates.** If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "**holiday**" shall mean any day on which state or national banks are not open for business in the States of California. The "**Effective Date**" of this Agreement shall be the date on which this Agreement is fully executed by the last of Seller or Buyer to do so as shown on the signature page. The "**Escrow Date**" shall be the date on which the Title Company acknowledges receipt of a fully executed copy of this Agreement, as evidenced by the Title Company's Acknowledgment attached hereto.

11.10 **Brokers.** Buyer and Seller each warrants to the other that it has not taken any action in connection with this transaction that would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. Seller and Buyer respectively agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any other real estate broker or agent with respect to services claimed to



have been rendered for or on behalf of such party in connection with the execution of this Agreement or the transaction contemplated herein.

11.11 **Invalidity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.12 **Time of Essence.** Buyer and Seller acknowledge that time is of the essence in this Agreement.

12.13 **Jurisdiction and Venue.** The parties agree that the state courts located in Los Angeles County, California have jurisdiction over the parties, and that Los Angeles County, California shall be the exclusive venue for any litigation regarding this Agreement.

12.14 **Natural Hazard Disclosure Statement.** Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1103(c)(1)); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51178 *et seq.*); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4135); (v) earthquake fault zone (Public Resources Code Section 2622); or (vi) a seismic hazard zone (Public Resources Code Section 2696) (sometimes all of the preceding are herein collectively called the "**Natural Hazard Matters**"). Escrow Agent is hereby instructed to engage the services of a party that will provide such disclosure (who, in such capacity, is herein called the "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1103 and to report the result of its examination to Buyer and Seller in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination will fully and completely discharge Seller from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the provisions of Civil Code Section 1103.4 regarding non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Buyer agrees to provide Seller with a written acknowledgment of its receipt of the report.



EXECUTED to be effective as of the Effective Date.

**SELLER:**

**CITY OF SANTA FE SPRINGS,**  
a municipal corporation

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

By: \_\_\_\_\_  
Jay Sarno, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Janet Martinez, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

**BUYER:**

**COX REVOCABLE LIVING TRUST**

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

By: \_\_\_\_\_  
Ed Cox



## TITLE COMPANY ACKNOWLEDGEMENT

The undersigned Title Company acknowledges receipt of the fully executed Agreement. The undersigned Title Company, in its role as Escrow Agent, as described in Article 9 of this Agreement, hereby agrees to act as the Escrow Agent under this Agreement and agrees to be bound by this Agreement in the performance of its duties as Escrow Agent.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



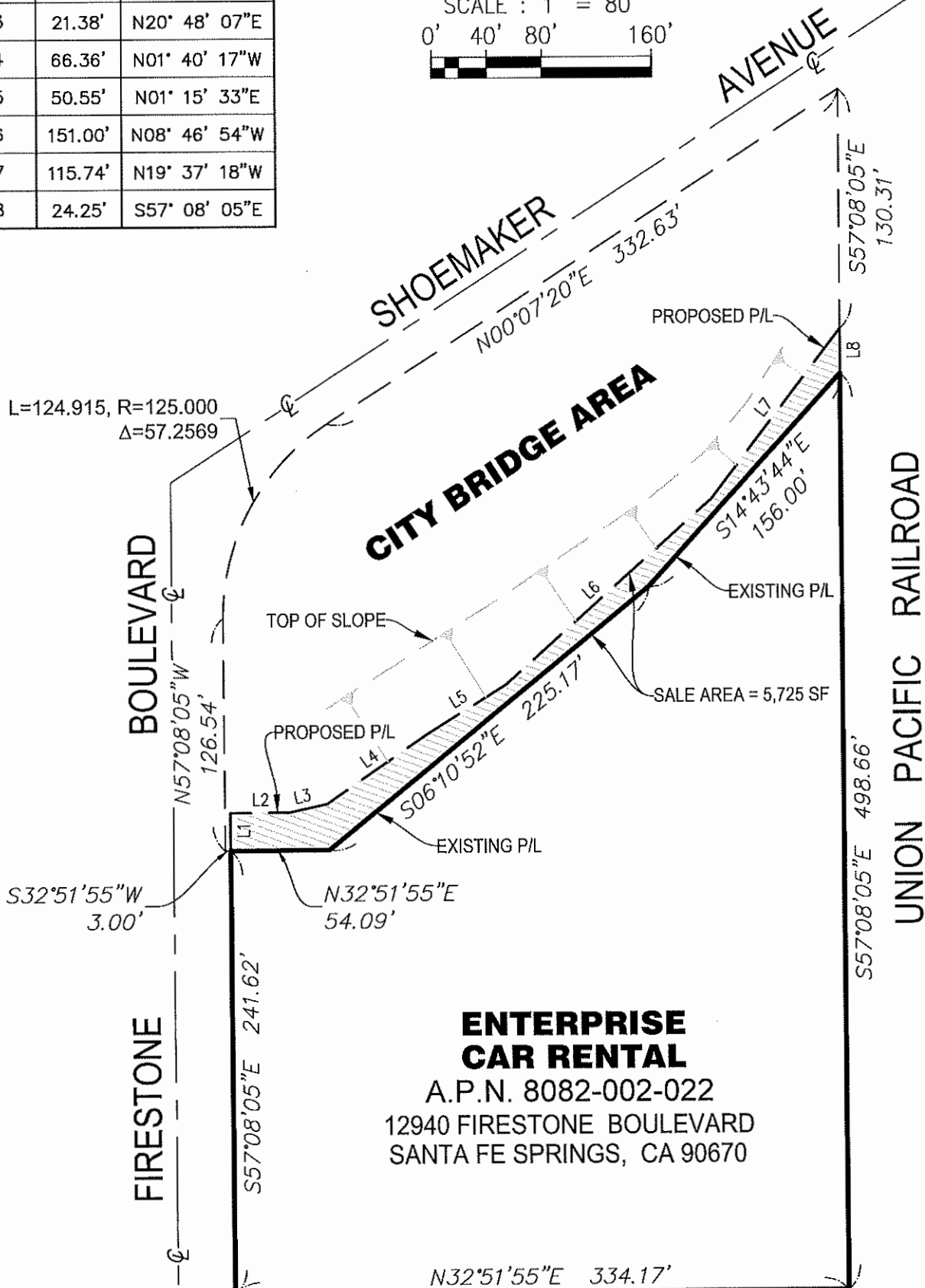
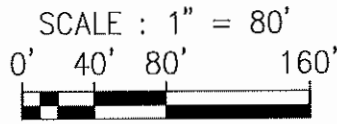
**EXHIBIT "A"**

**BOUNDARY EXHIBIT**



LINE TABLE

Line #	Length	Direction
L1	20.55'	S57° 08' 05"E
L2	32.23'	N32° 51' 55"E
L3	21.38'	N20° 48' 07"E
L4	66.36'	N01° 40' 17"W
L5	50.55'	N01° 15' 33"E
L6	151.00'	N08° 46' 54"W
L7	115.74'	N19° 37' 18"W
L8	24.25'	S57° 08' 05"E







# City of Santa Fe Springs

City Council Meeting

March 22, 2018

## NEW BUSINESS

### Gus Velasco Neighborhood Center – Installation of Bollards at Each Driveway

#### RECOMMENDATIONS

That the City Council appropriate \$7,000.00 from the Facilities Improvement Fund to Activity 10419000 for the Installation of Bollards at each driveway of the Gus Velasco Neighborhood Center (GVNC).

#### BACKGROUND

The Gus Velasco Neighborhood Center renovation was completed in November, 2012. The renovation removed the existing bollards and chains that existed at each of the four driveways entering the facility parking lot. Staff has seen a rise in the number of vehicles parking overnight in the GVNC parking lot and a rise in the number of illegal dumpings occurring in the GVNC parking lot. Community Services, Public Works and Public Safety Staff have met to develop a coordinated approach to curb the overnight parking and illegal dumping. After considerable discussion, Staff is recommending re-installation of the bollards and chains across each of the four driveways to prohibit both overnight parking and illegal dumpings at the GVNC.

The projects scope of work includes the installation of three bollards at each driveway location with chains connecting all three bollards. Additional bollards will be installed to deter vehicles from driving into planters to get around the initial bollards. Public Works staff will solicit bids to install the bollards and chains at the GVNC. Furthermore, Public Safety staff will purchase and install signage that will allow for the citing and towing of vehicles if left overnight in the parking lot.

#### FISCAL IMPACT

The Installation of Bollards at the GVNC entry ways is budgeted to cost approximately \$7,000. An appropriation of \$7,000 from the Facilities Improvement Fund to Activity 10419000 will provide sufficient funding for the Installation of Bollards at the GVNC.

#### INFRASTRUCTURE IMPACT

The installation of the bollards and chains will prohibit overnight parking and illegal dumpings from occurring at the GVNC.

  
Raymond R. Cruz  
City Manager

Attachment:  
None

Report Submitted By: Noe Negrete, Director  Date of Report: March 15, 2018  
Department of Public Works

ITEM NO. 14





**NEW BUSINESS**

Approval of Family & Human Services Division Holiday Basket Programs Volunteer Policy and Procedures Handbook and Holiday Basket Program Donation Policy

**RECOMMENDATION**

That the City Council approve Family and Human Services Division Holiday Basket Programs Volunteer Policy & Procedures Handbook and Holiday Basket Program Donation Policy.

**BACKGROUND**

The City of Santa Fe Springs Family and Human Services (FHS) Division offers a variety of programs to our community, two of which are the Thankful Neighbor Thanksgiving and Neighborly Elf Christmas Basket Programs. These programs provide local low-income families with a food basket during the holiday season and toys during Christmas to children twelve years of age and younger. The FHS Division has been administering and offering these programs for over 25 years. Both, the Thankful Neighbor Thanksgiving and Neighborly Elf Christmas Basket programs have positively impacted the lives of our most underprivileged families and children. These programs have been made possible by contributions from local businesses and residential donors, donations from local schools, service clubs, community organizations, and volunteers.

Over the past few years, donations of toys, shoes, clothing, and food have increased significantly. These donations have allowed us to serve more families; however, we are often left with a surplus of items. Currently, the FHS Division does not have a formal process and/or policy in place for the acceptance of donation and distribution of these surplus items. This has posed some issues and concerns amongst staff and volunteers. Furthermore, FHS Division staff have received numerous complaints by volunteers including but not limited to the lack of clarification on volunteer duties and responsibilities, daily schedules, and the distribution of surplus donations to volunteers.

Given these concerns, FHS Division staff have worked with the City Attorney to develop a Holiday Basket Program Donation Policy and Holiday Basket Programs Volunteer Policies and Procedures Handbook to address these standing matters. The Holiday Basket Donation Policy clearly outlines the procedure for accepting donations, distribution of donations, and surplus of donations during the Holiday programs.





# *City of Santa Fe Springs*

City Council Meeting

March 22, 2018

The Holiday Volunteer Handbook includes the following key sections:

1. Orientation
2. Recognition
3. Program Dates and Times
4. Volunteer Job Descriptions
5. Snack, Beverages, and Lunches
6. Gifts, Tips, and Soliciting of Donated Items
7. Surplus of donated items
8. Feedback Guidelines
9. Dress Code
10. Standards of Conduct
11. Safety and Security
12. Volunteer Dismissal or re-assignment

## **LEGAL REVIEW**

The City Attorney's office has reviewed the proposed Donation Policy and Handbook.

## **FISCAL IMPACT**

None

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

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachments**

Holiday Basket Donation Policy

Holiday Basket Programs Volunteer Policy and Procedures Handbook



## **CITY OF SANTA FE SPRINGS**

### **POLICY MANUAL**

**Subject: Holiday Basket Program Donation Policy**

**Policy Adopted: March 22, 2018**

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#### **BACKGROUND**

For several decades, the City of Santa Fe Springs has conducted holiday gift basket programs during the Thanksgiving and Christmas holiday seasons, now known as the Thankful Neighbor and Neighborly Elf Christmas Gift Basket Programs, respectively (throughout this policy, the programs will be collectively referred to as the "Holiday Basket Programs"). Through the efforts and contributions of business and residential donors, and donations from local schools, service clubs, community organizations, and volunteers, the City provides local families in financial need with food baskets and items such as toys, apparel, and shoes during the holiday season. No formal process has existed for the acceptance and distribution of donated items for the Holiday Basket Programs, which has led to a desire to establish a policy outlining how donations received as part of the program should be distributed by City staff and volunteers.

#### **PURPOSE**

The purpose of this policy is to establish a procedure for the acceptance and distribution of donations received by the City in connection with the Holiday Basket Programs.

#### **POLICY**

All donations received by the City in connection with the Holiday Gift Programs shall be distributed in accordance with this policy.

##### **A. Acceptance of Donations**

During the period in which City staff and volunteers accept donations from members of the community, the following procedure shall apply:

1. City staff and volunteers shall follow all guidelines and requirements established by the City for the acceptance of donations for the Holiday Basket Programs.
2. All donations received, including but not limited to food, toys, apparel, and shoes, shall be placed in the location designated by City staff until such time as City staff and volunteers prepare gift baskets for distribution.



3. Donated items shall not be removed from such location by City staff members or volunteers, except for the purpose of preparing gift baskets as part of the Holiday Basket Programs.

**B. Distribution of Donations**

Donations received in connection with the Holiday Basket Programs shall be distributed in accordance with the following requirements.

1. All donations received shall be distributed to local families that meet the City's eligibility criteria for receipt of holiday gift baskets, except as expressly set forth herein.
2. No City staff member shall accept or receive any item donated as part of the Holiday Basket Programs.
3. No volunteer shall accept or receive any item donated as part of the Holiday Basket Programs, unless the volunteer meets the City's eligibility criteria for receipt of a holiday gift basket. In the event a volunteer wishes to receive a donated item or items and meets the City's eligibility requirements, the volunteer shall only be entitled to receive donated item(s) after gift baskets have been distributed to eligible families.

**C. Surplus Donations**

In the event that not all donations received in connection with the Holiday Basket Programs are distributed as set forth in this policy (hereinafter referred to as "surplus donations"), the City Manager is granted the authority to determine how such surplus donations will be distributed or disposed of.





Department of Community Services  
Family and Human Services Division

# **Holiday Basket Programs Volunteer Policy & Procedures Handbook**

**Gus Velasco Neighborhood Center  
9255 Pioneer Blvd  
Santa Fe Springs, CA 90670  
(562) 692-0261**



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**Purpose**

To assist low income disadvantaged families and children in the community with food, toys and apparel or shoes (when available) during the holiday season.

**Goals/Mission**

To positively impact the lives of the City's most underprivileged families and children through community and business involvement by providing the means needed to uphold a healthy and established way of living.

**Background**

This community tradition has helped and provided food to families in Santa Fe Springs for over 20 years. In 2007, the Thanksgiving Basket and Christmas Basket Programs were revamped and rebranded to the Thankful Neighbor and Neighborly Elf Christmas Basket Programs. Through the efforts of business and residential donors, donations from local schools, service clubs, community organizations, and volunteers, families in financial distress have an opportunity to receive toys, apparel, shoes (when available) and a food basket for their family to enjoy.

**Program Description**

With the contributions made by our community, and the support provided by partnering social service agencies, the FHS Division is able to provide low-income families with an abundant food basket and toys for their children during the holiday season. Additionally, through the Neighborly Elf Christmas Basket Program, the FHS Division was able to provide holiday food baskets to local social service agencies who serve disadvantaged families throughout the year.

Families and their children are welcomed at the Gus Velasco Neighborhood Center with an ambience of festive holiday décor. The Gus Velasco Neighborhood Center is transformed into a winter wonderland for all families to enjoy. Once families check in, they are led to visit with Santa Claus. After sharing their holiday wishes with Santa, the children receive a toy gift from our very own Santa Fe Springs (SFS) firemen, Whittier policemen and youth volunteers. After they receive toys the children and families walk through Santa's workshop where they are provided a food basket that contains a variety of holiday food items. Once the families receive their items they then have an opportunity to decorate cookies and enjoy them with a cup of hot cocoa and are able to create their own craft.

The Holiday Basket Programs consist of various components and is a collaboration between volunteers, City staff and business residents. Each holiday basket program is generally a two-week program that initiates with program preparation, set-up, hosting the program, and program tear down.

The program requires a core group of dedicated volunteers to help prepare and operate the basket programs during its scheduled activity. It also provides a great opportunity for community member adults and teens to volunteer on a daily basis as needed.



## *Holiday Basket Program Volunteer Policy and Procedures*

### **Orientation**

All volunteers are required to attend a general orientation. General orientation meetings are held on the 4<sup>th</sup> week of October (time to be determined). The orientation will cover City and Department wide policies and procedures, expectations, and the various volunteer opportunities available.

### **Recognition**

Once the Holiday Programs have concluded, a Holiday Volunteer Recognition Reception is held to acknowledge and thank the volunteers. Volunteers are recognized by City Council with a certificate of appreciation. This reception is generally held the 3<sup>rd</sup> week of January.

### **Program Dates and Times**

The Holiday Basket Programs begin as follows:

#### **Thankful Neighbor Basket Program**

The Thankful Neighbor Basket Program takes place generally on the 3<sup>rd</sup> Tuesday of November from 3 p.m. – 4 p.m. two days prior to the Thanksgiving Holiday. Preparation and set up for this program starts one week before the event; volunteers begin assisting the Friday before leading into the day of the program. Tear down begins at the conclusion of the event and takes place until completed. For the Thankful Neighbor Program, tear down usually takes one day to complete. Estimated attendance for this program is 165 families (approximately 500 individuals)

#### **Neighborhoodly Elf Christmas Basket Program**

The Neighborhoodly Elf Christmas Basket Program takes place generally on the 3<sup>rd</sup> Saturday of December from 9 a.m. – 1 p.m. Preparation and set up for this program starts one week prior; volunteers begin assisting the Tuesday before leading into the day of the program. Tear down begins at the conclusion of the event and continues into the next work week. For the Neighborhoodly Elf Christmas Basket Program, tear down takes approximately four days. Estimated attendance for this program is 300 families (approximately 1,200 individuals)

Unlike most City programs, the success of the Holiday Program depends heavily on the dedication and commitment of volunteers with staff assistance. Under staff guidance, and with the support of volunteers, the programs secure close to 200 volunteers over the duration of the holiday season.

The following is a sample of the daily responsibilities to ensure the implementation of the Holiday Basket Programs.

### **Day Shift**

2 - 3 FHS Program Leader Staff: 9 a. m. – 1 p.m.

- Organization of volunteer check-in area
- Turn on ambient holiday music in designated rooms
- Prepare or confirm proper room set up for scheduled tasks
- Secure and prepare all supplies needed for scheduled tasks



### *Holiday Basket Program Volunteer Policy and Procedures*

- Pick up LA CADA Allen House Volunteers, schedule donation pickups, or procurements
- Provide direction and assistance to volunteers
- Return clean dishes to restaurants from the night before (lunch is provided to volunteers)
- Confirm all staff and volunteers are provided the proper supplies and/or equipment to complete scheduled tasks
- Secure snacks and beverages for volunteers
- Place order and pick up lunch for volunteers

#### Afternoon Shift

2-3 FHS Staff: 1 p.m. – 4 p.m.

- Return LA CADA Allen House volunteers (1<sup>st</sup> shift) back to group home when applicable (some volunteers work entire day)
- Pick up and clean lunch area
- Check the progress of the tasks scheduled and continue tasks until complete. Prepare supplies, equipment, and organize rooms for next scheduled tasks.

#### Evening Shift

2-3 FHS Staff: 4 p.m. – 7 p.m. (when needed)

Evening shifts entail completing tasks that were not finished and/or running behind schedule. Evening shifts are scheduled the day prior and/or communicated to ongoing volunteers or new volunteers.

To ensure the implementation of the Holiday Basket Programs, the following are examples of the daily tasks for day and evening volunteers and day of event volunteers:

- Assemble and decorate food boxes
- Sort canned goods by category and expiration date
- Dispose of expired and dented cans
- Organize and arrange food pantry
- Sort and organize apparel and shoes
- Sort toys by age category
- Gift wrap
- Assist with decoration
- Prepare arts & crafts area
- Greeters
- Take photos
- Serve dessert
- Line monitors
- Box runner
- Serve volunteer lunch
- Distribute food boxes and toys
- Assist with arts & crafts area
- Tear down and clean up



## *Holiday Basket Program Volunteer Policy and Procedures*

### **Volunteer Job Descriptions**

You will be provided an orientation of your volunteer job tasks at the beginning of your volunteer service. We maintain a job description for every volunteer opportunity for the holiday basket programs. Should the duties and responsibilities of a position change, the volunteer job description will be updated.

#### **Decorator-**

Volunteer(s) assists with decorating or arranging of props. Volunteer will work closely with the staff décor team on specific needs.

#### **Box Assembler-**

Volunteer(s) will assemble the boxes used for the food during the programs. Once assembled, the assembler will then stack them in a designated area to prepare for decoration and placing of program labels.

#### **Sorter-**

Volunteer(s) will sort canned goods, apparel, shoes, toys or any bulk items procured or donated to the program. Volunteers may select what location they wish to distribute depending on availability

#### **Toy Wrapper-**

Volunteer(s) will wrap various toys by age and gender for age groups 0-12. This position will also assist with wrapping of gift props for décor or other wrapping needs.

#### **Greeter / Line Monitor-**

Volunteer(s) greets participants the day of the program and monitors lines. They assist participants with any questions or direct them to specific areas when needed or requested.

#### **Distributor-**

Volunteer(s) will hand out the food boxes, turkeys, chickens, toys, shoes and/or apparel. Volunteers may select what location they wish to distribute depending on availability. Generally City Advisory members assist with distributions of food items.

#### **Box Runner-**

Volunteer(s) will use a dolly or cart to assist families by taking their gifted items to their vehicles and assist them in placing the items into their vehicle. ***Note: Distance of delivery is within the Gus Velasco Neighborhood Center grounds and parking lot. Volunteer should not deliver items to nearby residences.***

#### **Crafter-**

Volunteer(s) helps with the preparation, implementation, set up and tear down of the arts & crafts area.

#### **Food Preparer (only during Neighborly Elf Christmas Basket Program)-**

Volunteer(s) will help with the preparation and serving of lunch and clean-up of the volunteer lunch area.



**Snacks, Beverages and Lunches**

- Snacks, water, and drink beverages will be available at all times for volunteers.
- Lunch will be provided to those volunteers who work the morning and afternoon shift. This includes LA CADA Allen House volunteers and/or any other group working a 6 hour shift.
- Paid staff will not be provided lunch.
- Lunch will not be provided on the day of the Thankful Neighbor program, but will be included during the Neighborly Elf Christmas Basket program.

**Gifts, Tips, & Soliciting of Donated items**

Please do not accept any tips or gifts from participants, their families or friends. We do not want to create an atmosphere where our participants feel obligated to reward volunteers for performing their duties. In addition, volunteers are not to accept or take donated items from the programs. City staff works in great detail to secure support from donors to acquire a variety of items provided for the holiday programs.

If you, your family or friends are in need of assistance, please contact the Family and Human Services Case Workers to determine your eligibility for the program. You will be required to follow the same criteria of participating clients.

Solicitation and promotion of business enterprises, political agendas or religious beliefs while volunteering is strictly prohibited. Solicitation for a private charity is also not allowed without express permission from the Director of Community Services or City Manager.

**Surplus of donated items**

Whenever there is a surplus of donated items, the City Manager is granted the authority to determine how such surplus donations will be distributed or disposed of. This action is in compliance with Section 37.01 of the City Ordinance.

**Customer Service**

As a volunteer, you are an important member of the Community Services team and a representative of the City of Santa Fe Springs. Regardless of the volunteer position held and the assignment, volunteers are expected to:

- Provide service which is courteous, timely and responsive
- Communicate politely and respectfully
- Deliver accurate information
- Maintain a clean and neat work area

**Confidential Service**

As you work with the staff, information of a confidential matter may be shared with you. You must not share this information with anyone who does not have a professional right or need to know. Such information is not to be shared with your family, friends, center volunteers, participants or other acquaintances.



### **Volunteer Feedback Guidelines**

Your concerns are important to the Family & Human Services Division in the Department of Community Services, regardless of whether the concerns are serious or not and we value your input. So that staff may provide a timely response to your concerns, the following guidelines have been established:

1. Address the Community Services Supervisor first with your concern(s).

If you have a concern about a condition, policy, practice, or action of staff or participants of any program, you should inform the Community Services Supervisor about it and discuss the matter confidentially. If for some reason the Community Services Supervisor fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step.

2. Meet with the Division Manager

The Division Manager, will review the issue and a meeting will be scheduled with you. At this meeting, you should feel free to openly discuss your concerns and substantiate your reasons for feeling the way you do. In most cases, the matter will usually be resolved at this stage. If the matter is not resolved at his level you may schedule a meeting with the Director of Community Services.

### **Dress Code**

Volunteers shall be neat and clean when on duty. We ask that you dress appropriately for the volunteer assignment you have been assigned to do. It is best to neither overdress nor underdress. Casual clothing is fine, but we ask that your attire be neat and appropriate.

Depending on the volunteer assignment, blazers, volunteer t-shirts, back supports or food handling accessories may be required to be worn. The City is responsible for providing any required food handling accessories, back supports as well as the care of such accessories.

You may be lifting, stooping, and standing for long periods of time. Please wear comfortable closed toe shoes while participating in these programs.

### **Standards of Conduct**

In an effort to enhance the professionalism and quality of our programs, Code of Conduct guidelines are in place for the FHS Division. The purpose of these guidelines is not to restrict the participants' rights, but rather to optimize the enjoyment by all. These guidelines will be reviewed during the volunteer orientation process. Copies of the FHS Division's Code of Conduct guidelines are also available at the Gus Velasco Neighborhood Center.



**Smoking/Use of Tobacco Products**

City facilities are smoke free areas. If you smoke, there are designated places outside the facility that are appropriate for you to enjoy a short break. Please be courteous and concerned about the needs of your fellow volunteers and others. Volunteers shall not use any tobacco products while in contact with the public.

**Substance Abuse**

The Department of Community Services does not intrude into its volunteers' personal lives. However, both on-the-job and off-the-job involvement with any mood altering substance can impact the Department's ability to achieve its objectives of safety and security. Therefore, you are expected to report to the center with no mood altering substances in your system which includes substances or medication under the direction of a licensed physician.

**Safety and Security**

Maintaining a safe work environment is everyone's responsibility. Volunteers are expected to follow all safety rules, regulations, procedures, and policies of the Department of Community Services and City of Santa Fe Springs. **All safety concerns and accidents should be reported to staff immediately.**

Develop habits that ensure security as a matter of course. For example:

- If you are aware that cash is insecurely stored, immediately inform the staff person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them.

All volunteers are expected to abide by the City's Harassment Prevention Policy.

**Volunteer Safety**

In the event you are injured while performing your volunteer duties, please report it to staff immediately. You will be asked to complete an accident report form.

**Personal Use of City Property**

The City prohibits the unauthorized use of City services and facilities, or the taking of any of its property for personal use. The following list of examples is not all-inclusive, but provides illustrations of activities that are unacceptable. If you have questions about proper use of city facilities or property, please ask the Community Services Supervisor and/or FHS Manager

1. City decorations and/props.
2. Program equipment (i.e. dollies, carts,)
3. City Phones
4. Use of copy machines for personal use. The copiers are not provided as a free service for volunteers and are not available for their use.



### *Holiday Basket Program Volunteer Policy and Procedures*

Use of phones/computers: City phones and computers are to be used exclusively for business purposes unless you receive permission from the Program Coordinator or Community Services Supervisor.

#### **Volunteer Dismissal or Re-assignment**

The Family & Human Services Division has the right to dismiss (or re-assign) a volunteer without cause. In general, failure to adhere to the aforementioned policy and procedures is cause for immediate release.

The Family & Human Services staff has the right to ask a volunteer to leave the facility immediately. Grounds for immediate dismissal may include, but are not limited to: 1) gross misconduct or insubordination; 2) theft of property or misuse of the center's equipment or materials; 3) falsifying statements on the volunteer application or during the interview process; 4) illegal, violent or unsafe acts; 5) abuse or mistreatment of clients, volunteers, participants and/or staff; 6) releasing confidential information; 7) negligence or any careless action which endangers the life or safety of another person; 8) malicious gossip and/or spreading of rumors; 9) engaging in behavior designed to create discord and lack of harmony among the volunteers and staff.



City of Santa Fe Springs  
Department of Community Services  
Family and Human Services Division

## **Holiday Basket Volunteer Handbook Receipt / Photo Release**

**I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM TO FOLLOW AND COMPLY WITH THE HOLIDAY BASKET VOLUNTEER POLICY AND PROCEDURES. I ALSO UNDERSTAND FAILURE TO COMPLY WITH THIS POLICY MAY RESULT IN VARIOUS ACTIONS TAKEN, UP TO AND INCLUDING PERMANENT REMOVAL AND PARTICIPATION FROM THE FACILITY AND HOLIDAY PROGRAMS.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT: \_\_\_\_\_

**PHOTOGRAPHY RELEASE:** I hereby grant the City of Santa Fe Springs and its representative's permission to use and/or publish photographic pictures in which I, or the individual(s) named herein, may be included for promotion or other City purposes. I hereby release, discharge, and agree to hold harmless the City of Santa Fe Springs and its representatives from any liability, including but not limited to, claims for libel or invasion of privacy.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT: \_\_\_\_\_





# *City of Santa Fe Springs*

City Council Meeting

March 22, 2018

## **NEW BUSINESS**

Renewal of Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for Use of Modular Building Located at the Gus Velasco Neighborhood Center

### **RECOMMENDATION**

That the City Council approve the renewal of a three (3) year lease agreement between the City of Santa Fe Springs and The Whole Child for use of the modular building located at the Gus Velasco Neighborhood Center to provide the Santa Fe Springs community case management services in the areas of family housing and mental health.

### **BACKGROUND**

The City of Santa Fe Springs has had a long standing relationship with The Whole Child (TWC), a non-profit agency that provides family housing and mental health services to the community. At the City Council meeting on March 26, 2015, the Council approved a three (3) year lease agreement with The Whole Child to allow use of the city owned vacant modular building adjacent to the Gus Velasco Neighborhood Center. In return, TWC would serve the Santa Fe Springs community as well as Southeastern Los Angeles County (SPA 7) and provide services in the areas of case management, housing and mental health services.

The Whole Child's Family Housing Program remains one of the only agencies serving families in the Southeastern Los Angeles County (SPA 7) with the expertise to address the multiple, complex needs of homelessness. Through this evidenced-based program, TWC staff continue to provide quality, comprehensive housing services to ensure hard-to-place homeless children and their families have safe, stable permanent housing (in apartments/homes throughout the community). Additionally, the program also continues to provide coordinated supportive services (e.g. child/family therapy, education/work support, linkages to resources) to help children and families achieve long-term stability and emotional well-being.

In October 2015, The Whole Child was successful in securing a \$1 million grant from the Everychild Foundation to fund the Family Housing Program, which launched on March 1, 2016. With the new funding received, it was anticipated that The Whole Child could serve 672 additional children ages zero to 18 (approximately 168 families) over a two-year period. Now called the Everychild Family Housing program, the program has grown servicing over 2,000 families to include assessment, referral linkages, mental health services, prevention services, and utility assistance. In the Santa Fe Springs office alone, with the city's collaboration, TWC has served over 750 families, granting rapid re-housing for 225 homeless families and preventing 95 families from becoming homeless. Through the collaborative efforts between the





## ***City of Santa Fe Springs***

City Council Meeting

March 22, 2018

Family & Human Services case management staff and TWC, the program has been able to serve 86 Santa Fe Springs families with a makeup of 236 children and 152 adults.

As the demand for resources continues with the influx of homelessness, this collaborative partnership is an opportunity for the Santa Fe Springs community to receive these critical services. Staff is recommending that the City enter into a new three (3) year lease use agreement with The Whole Child for the use of the modular building adjacent to the Gus Velasco Neighborhood Center. Under the terms of the proposed agreement, rent for use of the modular building is \$100 per month with TWC agreeing to continue providing services to the Santa Fe Springs community in the form of case management, family housing and mental health services. TWC will be responsible for the cost and expense to maintain and repair the facility, equipment, fixtures, and interior portions of the leased premises. They will also be responsible for paying all utilities including water, gas, electricity, telephone, cable and other services used by TWC.

### **LEGAL REVIEW**

The City Attorney has reviewed the proposed lease agreement.

### **FISCAL IMPACT**

Under the terms of the agreement, rent for use of the modular building is \$100 per month (\$1200 per year) to include provided case management, family housing and mental health services to the community of Santa Fe Springs.

The Council may wish to call upon Ed Ramirez, Family & Human Services Division Manager to answer questions the Council may have regarding the staff report and also to introduce Constanza Pachon, new CEO of TWC.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

### **Attachment:**

1. Lease Agreement including Exhibit1 (site map of property)



**LEASE AGREEMENT**

**BETWEEN**

**THE**

**CITY OF SANTA FE SPRINGS**

**AND**

**THE WHOLE CHILD**



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## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this 1st day of April, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and THE WHOLE CHILD, a California nonprofit corporation ("Lessee" or "The Whole Child").

### RECITALS

**WHEREAS**, the City currently leases to the Whole Child Family Housing program, a nonprofit organization whose mission is to provide quality, comprehensive housing services to ensure hard-to-place homeless children and their families in safe and stable permanent housing.

**WHEREAS**, the Southeast LA (SPA 7), one of the region's highest-need communities for homeless services continues to expand TWC's housing program at a time of enormous need, reaching more homeless children and families and ensuring every child has a safe and stable home in which to grow and thrive.

**WHEREAS**, the City and The Whole Child now enter into the Lease Agreement for the use of City property where the Whole Child Family Housing Program will operate.

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

### SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

### SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee the modular unit located at 9251 Pioneer Blvd, Santa Fe Springs, CA 90670 particularly described in Exhibit (1) subject to the terms and conditions contained in this Lease.

### SECTION 3. LEASE TERM

A. Term. The Term of this Lease Agreement shall be for a period of three (3) years ("Initial Term") commencing on April 1, 2018 ("Commencement Date"). Upon mutual agreement by Lessor and Lessee, subject to the rights of termination as set forth in Section 19.

B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

### SECTION 4. MONTHLY RENT

Commencing April 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of One Hundred (\$100.00) per month for the Initial Term. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent. All rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.



## **SECTION 5. LATE PAYMENT**

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

## **SECTION 6. USE AND LIMITATIONS ON USE**

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Whole Child Family Housing program Monday through Sunday 24 hours a day.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are regularly utilized by Lessor for community and other events. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide family housing and case management assistance for residents of the City of Santa Fe Springs.

## **SECTION 7. PROHIBITED USES**

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

## **SECTION 8 CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

## **SECTION 9. ALTERATIONS BY LESSEE**



No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

#### **SECTION 10. MECHANICS' LIENS**

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

#### **SECTION 11. INSPECTION BY LESSOR**

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

#### **SECTION 12. UTILITIES**

Lessee shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and other services used by the lessee.

#### **SECTION 13. INSURANCE**

A. **Minimum Scope and Limits of Insurance.** Lessee 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:

1. 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 two million dollars (\$2,000,000.00), 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.
2. 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.
3. Workers' compensation insurance as required by the State of California. The Whole Child 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 The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

1. Additional insured: "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 Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.
2. 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."
3. Other insurance: "The Whole Child 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.

4. 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.

5. Lessee'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.

C. 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 Lessor. No policy of insurance issued as to which the Lessor 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.

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

E. 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 the Whole Child may be held responsible for payments of damages to persons or property.

#### **SECTION 14. INDEMNIFICATION**

Lessee agrees to defend, indemnify, hold free and harmless Lessor, its elected officials, officers, agents and employees, at Lessee's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessor, its elected officials, officers, agents and employees arising out of or related to the services provided by Lessee, its employees, volunteers and/or authorized sub consultants pursuant to this Agreement.

Lessor agrees to defend, indemnify, hold free and harmless Lessee and its employees, at Lessor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessee and its employees arising out of or related to Lessor's negligent acts or omissions or willful misconduct in performance of its obligations under this Agreement.

#### **SECTION 15. DESTRUCTION OF LEASED PREMISES**

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

#### **SECTION 16. ASSIGNMENT AND SUBLETTING**

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased property or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.



## **SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE**

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

## **SECTION 18. LESSOR'S REMEDIES**

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
  - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
  - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
  - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
  - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
  - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

## **SECTION 19. TERMINATION**

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least ninety (90) days written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

## **SECTION 20. WAIVER OF BREACH**

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.



**SECTION 21. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

**LESSOR**

City of Santa Fe Springs  
11610 Telegraph Road  
Santa Fe Springs, CA

**LESSEE**

The Whole Child  
10155 Colima Road  
Whittier, CA 90603

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**SECTION 22. ATTORNEY'S FEES**

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

**SECTION 23. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

**SECTION 24. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

**SECTION 25. TAXES AND ASSESSMENTS**

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

**SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Lessee abandons or quits the Leased property or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased property thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.



**SECTION 27. AUTHORITY OF LESSOR AND LESSEE**

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

**SECTION 28. PUBLIC RECORDS**

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

**SECTION 30. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

**SECTION 31. COOPERATION BETWEEN PARTIES**

Lessee and Lessor will cooperate with Lessor each other in all respects, in its operation of the Building or the Property. Furthermore if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumberment. Lessor shall provide written notice to the at least sixty (60) days prior to the encumberment.

EXECUTED on \_\_\_\_\_ at \_\_\_\_\_, Los Angeles County, California.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF SANTA FE SPRINGS**

\_\_\_\_\_  
Raymond R. Cruz, City Manager

\_\_\_\_\_  
Constanza Pachon, The Whole Child

**ATTEST:**

\_\_\_\_\_  
Janet Martinez, City Clerk

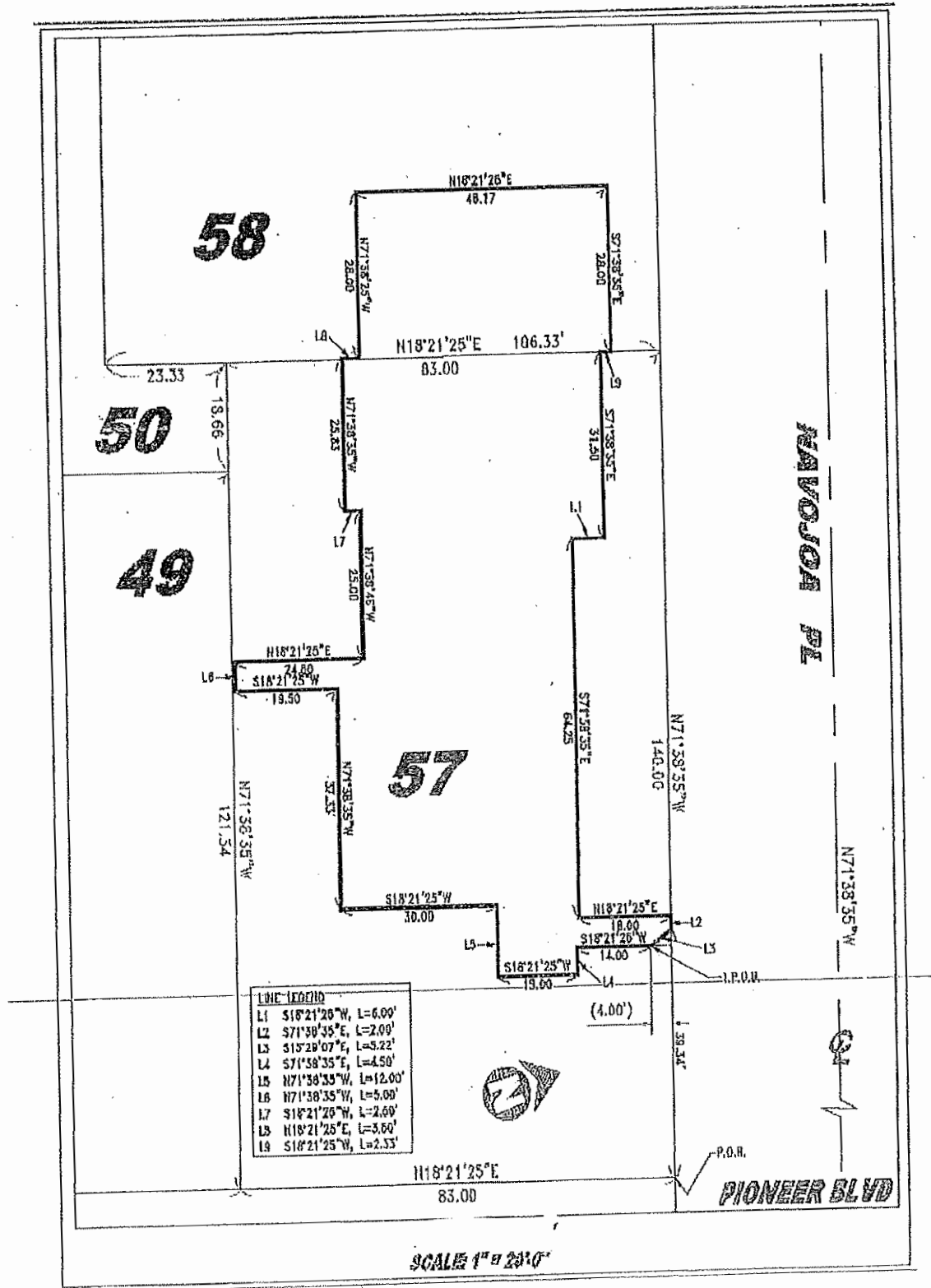
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney



# EXHIBIT 1

## SITE MAP OF PROPERTY







# *City of Santa Fe Springs*

*City Council Meeting*

March 22, 2018

## **NEW BUSINESS**

Approval of Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer

### **RECOMMENDATION**

That the City Council renew and approve the Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer.

### **BACKGROUND**

Community sports organizations play an important role in fostering youth's interest in athletics. Community sports organizations also provide an opportunity for youth to participate in athletic programs not offered through the City's Parks & Recreation Services Division. The Santa Fe Springs 49ers Youth Football & Cheer is one such organization. It has worked closely with the City of Santa Fe Springs to establish a tackle football program, along with a cheer component, for community youth.

At the City Council meeting on June 9, 2016, the City drafted, approved, and entered into a Use Agreement with the Santa Fe Springs 49ers youth sport organization for the 2016 and 2017 seasons. The City Council discussed the renewal of the Use Agreement at their meeting on November 20, 2017 and provided staff with direction on drafting the final agreement.

### **SUMMARY**

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and the Santa Fe Springs 49ers Youth Football & Cheer. The agreement specifies the locations, dates, and times of use, establishes the expectations of the community sports organization, outlines the responsibilities of both parties, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

The following outlines the facilities and dates of use:

Facilities: Santa Fe Springs Park for spring conditioning and football practice, Santa Fe Springs Athletic Fields for football practice (fields for practice, concession area, and storage room), and upon request and availability, an indoor facility for cheer practice.

Time of Use: Spring Conditioning begins first Sunday in April 2018 until the last Sunday in June; Football and cheer practice would be held at Santa Fe Springs Park from July 2018 through the Sunday before Labor Day. On the Tuesday after Labor Day, practice will move to Santa Fe Springs Athletic Fields through November 2018. However, cheer



competitions continue into January 2019 and an indoor venue would be made available for cheer practice when requested and if available.

Key Inclusions in the Field Use Agreement

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

**FISCAL IMPACT**

In accordance to the most recent field use agreement, 49ers Youth Football & Cheer contributed \$2,000 to the City. This contribution offsets field maintenance costs, utility costs and staffing. Below is the fiscal overview that takes into account staffing and field use costs.



<b>Santa Fe Springs 49ers Youth Football – Fiscal Overview</b>	
April – June Spring Conditioning at SFS Park	*No Staff Cost
July – August Practices at SFS Park	\$1,300
September – November Practices at SFS Athletic Fields	\$1,090
December – January Additional Cheer Practice	*No Staff Cost
End of Year Banquet – Social Hall	\$100
Field Rehab (Reseeding and Fertilizer)	\$950
Total Expenses	\$3,440
Total Contribution	\$2,000
<b>Difference</b>	<b>-\$1,440</b>

*\*Utilize existing staff that are on the park or facility that are normally scheduled to work.*

In order to offset the difference of \$1,440, the City will work with the organization to identify available dates for renting field space for hosting games during the fall season. The additional revenue secured through the field rental will offset the difference between the City's staffing expenses and the agreement amount of \$2,000.

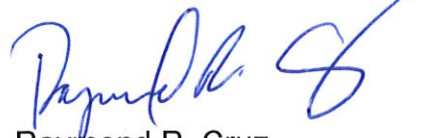
According to the State of California Secretary of State's website, of March 8, 2018, Santa Fe Springs 49ers Youth Football & Cheer is an active nonprofit organization registered in the state and is in good standing.

Staff recommends the City Council review, renew, and approve the Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer.

#### **LEGAL REVIEW**

The City Attorney has reviewed the proposed use agreement and attachment for the Athletic Fields and facilities with the Santa Fe Springs 49ers Youth Football sport organization.

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



Raymond R. Cruz  
City Manager

#### **Attachment**

1. Use Agreement for Athletic Fields & Facilities – 49ers Youth Football & Cheer





**COMMUNITY SERVICES DEPARTMENT  
PARKS & RECREATION SERVICES DIVISION**

**USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Santa Fe Springs 49ers Youth Football & Cheer*, (hereinafter referred to as "ORGANIZATION").

**RECITALS:**

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

**1. TERM OF AGREEMENT**

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park*, located at 10068 Cedardale Drive in Santa Fe Springs. The ORGANIZATION has also been granted the right to use the *Santa Fe Springs Athletic Fields*, located at 9720 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining west office/utility room (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park* and *Santa Fe Springs Athletic Fields* commencing April 1, 2018 and terminating January 31, 2019 for the following activities and periods of time:

- *Spring Conditioning* – Beginning the first Sunday in April until the last Sunday in June.
- *Football & Practice* – Beginning July 1<sup>st</sup> until December 31<sup>st</sup>.
- *Cheer Practice* – Beginning July 1<sup>st</sup> until January 31<sup>st</sup>

Specifically, ORGANIZATION will utilize *Santa Fe Springs Park* Sundays from 9:00 a.m. – 11:00 a.m. for spring conditioning and Monday – Friday from 6:00 p.m. – 8:00 p.m. for football practice from July until Labor Day. Beginning the Tuesday after Labor Day, ORGANIZATION will change football practice locations and move to the *Santa Fe Springs*



*Athletic Fields.* From the Tuesday after Labor Day until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m.

Cheer practice will be held at *Santa Fe Springs Park* Monday – Friday from 6:00 p.m. – 8:00 p.m. from July until Labor Day. Beginning the Tuesday after Labor Day, ORGANIZATION will change cheer practice locations to the *Santa Fe Springs Athletic Fields*. From the Tuesday after Labor Day until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m. In order to accommodate cheer practice for local, regional, and national competitions, ORGANIZATION will also be permitted to utilize, when requested and depending on availability, an indoor venue from 7:00 p.m. – 9:00 p.m. beginning in December and ending in January.

Additionally, AGENCY will grant to ORGANIZATION one-time use of an AGENCY facility, upon availability and at no cost, for use of ORGANIZATION's end of season banquet.

This AGREEMENT shall remain in effect through December 31, 2018, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

## **2. USE OF FACILITIES**

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

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times
  - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Semi-annual financial statement for periods ending June 30<sup>th</sup> and December 31<sup>st</sup>. (AGENCY may request additional documents in support of the financial statement.)



- I. A roster identifying the city of residence of each player.

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

### **3. RESPONSIBILITY FOR ACTIVITIES**

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

### **4. ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.



- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of this who will supervise facilities and grant facility access to ORGANIZATION.
- H. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

## **5. LEGAL RESPONSIBILITIES**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

## **6. USE OF PREMISES**

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

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



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

## **7. EXCLUSIVE RIGHT**

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

## **8. MAINTENANCE**

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

## **9. INSPECTION**

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely



responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

## **10. IMPROVEMENTS**

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

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

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

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

## **11. TITLE TO IMPROVEMENTS**

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

## **12. SIGNS**

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

## **13. TERMINATION OF THIS AGREEMENT**

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



#### **14. NOTICE**

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

To AGENCY: City of Santa Fe Springs  
Community Services Department  
Attention: Director of Community Services  
9255 S. Pioneer Boulevard  
Santa Fe Springs, CA 90670

To ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer  
Attention: President  
10617 Orr & Day Road  
Santa Fe Springs, CA 90670

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

#### **15. ATTORNEYS FEES**

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

#### **16. GOVERNING LAW**

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

#### **17. ASSIGNMENT**

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

#### **18. INSURANCE**

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



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

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.



6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.



12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with



these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

## **19. INDEMNIFICATION**

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

## **20. INDEPENDENT CONTRACTOR**

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

## **21. ENTIRE AGREEMENT OF THE PARTIES**

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been



made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.



ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

CITY OF SANTA FE SPRINGS  
A Municipal Corporation

\_\_\_\_\_  
Jay Sarno  
Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yolanda M. Summerhill  
City Attorney





# *City of Santa Fe Springs*

*City Council Meeting*

March 22, 2018

## **NEW BUSINESS**

Request Appropriation of Funds for Exterior Security Lighting at the Clarke Estate

### **RECOMMENDATION**

That City Council appropriate funds from the Facilities Improvement Fund to Activity 10419000 for exterior security lighting at the Clarke Estate.

### **BACKGROUND**

PRS staff brought to attention a need for additional exterior lighting at the Clarke Estate for security purposes. Staff identified three areas in need of new lighting. These areas include: the south side of the Clarke Estate adjacent to the exterior entrance of the restroom and the storage shed and trash container area along Alburtis Ave.

### **SUMMARY**

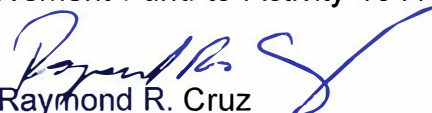
PRS staff conducted a walkthrough of the Clarke Estate with Public Works City Electrician, Abel Meraz to assess the lighting needs of the facility. The walkthrough included the inspection of the south side of the Clarke Estate, the walking pathway from the main gate entrance and the storage shed and trash container area along Alburtis Ave.

Upon inspection Public Works staff recommends the installation of security lighting for the storage shed and trash container area as an immediate need. Currently there is minimal lighting in this area of the Clarke Estate, which creates a security concern for staff when they dispose of trash at the end of events. Additional lighting near the storage shed and trash container area will provide new security measures to deter trespassing.

The lighting project will consist of the installation of two (2) flood lights to illuminate the areas. One of the flood lights will be installed on an existing SCE pole and the other on the side of the storage shed to illuminate the trash container area. The flood light locations are illustrated in "Attachment 1."

### **FISCAL IMPACT**

The cost of installing the security lighting is approximately \$6,000 and will be completed by the Public Works Department. A request is being made to appropriate the necessary funds (\$6,000) from the Facilities Improvement Fund to Activity 10419000 to cover the cost of this project.

  
Raymond R. Cruz  
City Manager

Attachment:

1. Clarke Estate Security Lighting Map





TRASH AREA

FLOOD LIGHT

STORAGE SHEDS

FLOOD LIGHT

CLARKE ESTATE

Alburtis Ave

Alburtis Ave

Alburtis Ave

Google

Clarke Estate

Imagery ©





## **NEW BUSINESS**

### 2017 General Plan Housing Element Annual Progress Reports

#### City of Santa Fe Springs General Plan Housing Element Annual Progress Report

#### **RECOMMENDATION:** That the City Council:

- Authorize staff to forward the 2017 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

## **BACKGROUND**

The purpose of this item is for the City Council to consider the status of the General Plan Housing Element Annual Progress Report (APR) for 2017, and the progress of its implementation, which needs to be reported to the California Department of Housing Community Development (HCD) and the Governor's Office of Planning and Research (OPR). Government Code Section 65400 establishes the requirement that each city and county prepare an annual report on the status the Housing Element, and the actions taken towards completion of the programs and status of the local government's compliance with the deadlines in its housing element.

Except for the Land Use Element of the City's General Plan which was adopted in 1993, all other elements (Open Space/Conservation, Safety Element, Circulation Element, Noise Element, and Environmental Element) of the General Plan were adopted in 1994. Local governments are required to keep their General Plans current and internally consistent. There is no specific requirement that a local government update its General Plan on any particular timeline, with the exception of the Housing Element, which is required to be updated as prescribed by State Law.

The City of Santa Fe Springs Housing Element 2014-2021(5<sup>th</sup> Cycle) was adopted by the City Council on January 30, 2014 and certified by HCD on February 18, 2014. The Housing Element establishes the City's strategy for meeting community housing needs for the period 2013-2021 and is one of seven integral and interrelated elements of the General Plan.

The 2017 Annual Report reflects the City's progress during the fourth year of the Regional Housing Need Allocation (RHNA) planning period (January 1, 2014 - October 1, 2021) for the 5th cycle Housing Element. The RHNA allocates the amount of housing growth each jurisdiction must plan for in their housing element by providing "adequate sites" through zoning. So long as a jurisdiction provides sufficient sites and does not impose constraints to development, it is not penalized for falling short of its RHNA target. However, pursuant to Government Code Section 65863, jurisdictions are



required to maintain an adequate sites inventory throughout the planning period<sup>1</sup>. For example, to the extent that high density sites identified as accommodating the lower income RHNA are developed with fewer units or developed with market rate units, the jurisdiction will need to make up any shortfall on other sites at suitable densities to accommodate lower income units, including rezoning as necessary.

As presented in Table 1 below, Santa Fe Springs was allocated a total RHNA of 324 units for the planning period. During 2017, fifteen residential building permits were issued, including fourteen single-family units and one accessory (second) dwelling unit. A rent survey of similar sized units in Santa Fe Springs indicates that market rents for accessory dwelling units fall within the level of affordability for low income households. During the first three years of the planning period (2014 - 2016), a total of 207 residential building permits were issued which address the City's above moderate income needs. As depicted in the last column of the Table, while the City has fulfilled its RHNA needs for above moderate income households, it has an unmet need for a total of 184 lower and moderate income units. The City will need to continue to provide sites for a mix of single-family, multi-family and mixed use housing, supported by a variety of programs to enhance affordability to accommodate its outstanding RHNA throughout the planning period.

**Table 1: Regional Housing Needs Allocation Progress**

<b>Income Level</b>	<b>RHNA Allocation</b>	<b>Building Permits 2017</b>	<b>Building Permits 2014 - 2016</b>	<b>Remaining RHNA by Income Level</b>
Very Low	82	0	0	<b>82</b>
Low	50	1	0	<b>49</b>
Moderate	53	0	0	<b>53</b>
Above Moderate	139	14	207	<b>0</b>
<b>Total</b>	<b>324</b>	<b>15</b>	<b>207</b>	<b>184</b>

The City of Santa Fe Springs continues to actively implement the policies of the General Plan including the goals, policies and programs of the Housing Element. The APR represents the progress the City has made towards implementing the General Plan and Housing Element during the Calendar Year 2017 reporting period.

### **FISCAL IMPACT**

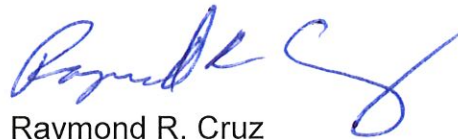
No fiscal impacts are associated with the submittal of the 2018 General Plan Housing Element Annual Progress Report to HCD and OPR.

<sup>1</sup> "No Net Loss" planning law (Gov Code 65863) requires an adequate sites inventory to be maintained throughout the RHNA planning period. Jurisdictions are not permitted to approve projects at a lower residential density or at a higher income level than identified in the sites inventory unless the remaining sites in the housing element are adequate to address the outstanding RHNA.



**INFRASTRUCTURE IMPACT**

No infrastructure impacts are associated with the submittal of the 2018 General Plan Housing Element Annual Progress Report to HCD and OPR.



Raymond R. Cruz  
City Manager

Attachments:

1. 2017 APR



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction	SANTA FE SPRINGS
Reporting Period	01/01/2017 - 12/31/2017

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044



(CCR Title 25 §6202 )

01/01/2017 - 12/31/2017

## Table A

(9) Total of Moderate and Above Moderate from Table A3



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction SANTA FE SPRINGS  
Reporting Period 01/01/2017 - 12/31/2017

Table A2  
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c )(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

\* Note: This field is voluntary



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction SANTA FE SPRINGS

Reporting Period 01/01/2017 - 12/31/2017

Table A3  
Annual building Activity Report Summary for Above Moderate-Income Units  
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	0	0	0	0	0	0	0
No. of Units Permitted for <b>Above Moderate</b>	14	0	0	0	0	14	14

\* Note: This field is voluntary



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction** SANTA FE SPRINGS

**Reporting Period** 01/01/2017 - 12/31/2017

**Table B**

**Regional Housing Needs Allocation Progress**

**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	82	0	0	0	0	0	0	0	0	0	0	82
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	50	0	0	0	0	0	0	0	0	0	1	49
	Non-Restricted		0	0	0	0	1	0	0	0	0		
Moderate		53	0	0	0	0	0	0	0	0	0	0	53
Above Moderate		139	0	156	51	0	14	0	0	0	-	221	0
Total RHNA by COG. Enter allocation number:		324											
Total Units ▶ ▶ ▶			0	156	51	0	15	0	0	0	0	222	184
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

**Jurisdiction** SANTA FE SPRINGS

**Reporting Period** 01/01/2017 - 12/31/2017

**Table C**  
**Program Implementation Status**

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1. Home Improvement Rebate	Pursue outside funding to support re-initiation of program. Seek to assist 100 homeowners.	Re-initiate program in 2014	Given funding constraints, the City has not re-initiated the program and has been re-evaluating the viability of the program over the long term.
2. Property Maintenance Program	Continue to bring properties into compliance; provide information on available rehabilitation assistance. Seek to complete 60 residential inspections on an annual basis.	2014 - 2021	During calendar year 2017, the City had a total of 296 residential code enforcement cases.
3. Residential Rental Inspection Program	Continue the annual inspection of rental units; bring substandard units into compliance.	2014 - 2021	The Residential Inspection Program was suspended in February 2016. There is discussion of bringing the program back.
4. Sale of HARP Properties	Transfer ownership of HARP properties to a non-profit for provision of first-time homebuyer units. Seek to provide two moderate income units.	2014 - 2015	Applications to be taken March 5-26, 2018 for prospective homebuyers for the existing HARP home, followed by a lottery in April to select a homebuyer to purchase the home. Shortly thereafter, Staff will determine whether to: a) sell the vacant HARP lot to a non-profit who would build a home; or b) have the City prepare the home specs, go out to bid, select a developer and once home is complete, go through a lottery to select a homebuyer.



5. County Homeownership Program (HOP)	Advertise the availability of the HOP program and LACDC bi-lingual homebuyer seminars.	Update advertising by 2014.	The City provides a description of the HOP program on its website, along with a link to the program on the County LACDC website with program application information and dates for homebuyer seminars.
6. Southern California Home Financing Authority (SCHFA)	Advertise the availability of the SCHFA program, along with a list of participating lenders.	Update advertising materials by 2014	The City provides a description of the SCHFA program on its website, along with a link to the program on the County LACDC website with program application information.
7. Mortgage Credit Certificate Program	Advertise the availability of the MCC program, along with a listing of participating lenders.	Update advertising materials by 2014	The City provides a description of the MCCP program on its website, along with a link to the program on the County LACDC website with program application information.
8. Affordable Housing Development Assistance	Enter into a DDA(s) on two City-owned sites for development with affordable housing. Seek to achieve a minimum of 100 affordable units, and waive application processing fees for projects with 10% ELI units.	For Lakeland/Laur el, complete by 2016. For 10934 Laurel, complete by 2017.	City will initiate a new RFP for development of affordable housing on the two City-owned sites (Lakeland/Laurel and 10934 Laurel).
9. Housing Element Monitoring/Annual Report	Submit an annual Housing Element progress report to HCD. Monitor to ensure adequate sites to address RHNA throughout the planning period. Monitor redevelopment of R-3 properties.	Ongoing monitoring of sites in conjunction w/h development applications.	City has submitted its Annual Report for each year of the 2014-2021 Housing Element. It has been monitoring development applications on its R-3 properties to ensure adequate site capacity to address its RHNA goals.
10. Second Dwelling Unit Program	Implement City's ordinance to accommodate second units. Seek to achieve at least 3 new second units.	2014-2021	The City issued a building permit for a one bedroom, 418 square foot secondary dwelling unit in 2017.
11. Sustainability and Green Building	Provide education/outreach to residents and development community on CALGREEN. Advertise available energy conservation programs to residents.	Update advertising materials by 2014	The City website provides information on CALGREEN, along with links to a number of websites for sustainability tips and resources, including information about recycling, proper disposal of electronic waste, energy and water conservation rebates.
12. Section 8 Rental Assistance	Continue participation in program and advertise through the City Newsletter and dissemination of brochures; encourage landlords to register units.	Advertise program quarterly in City Newsletter. Discuss with landlords	The City provides a description of the Section 8 program on its website, along with a link to the program on the HaCOLA website with program application information.



13. Preservation of Assisted Rental Housing	Monitor at-risk properties; as necessary, pursue alternative funding for rent subsidies and provide tenant education.	Contact at-risk property owners within 1 year of potential expiration	No projects were at-risk of conversion to market rate. The City conducted a TEFRA hearing on the 141 unit Pioneer Gardens project, extending affordability controls an additional 55 years.
14. Zoning Ordinance Revisions	Amend the Zoning Code to make explicit provisions for transitional & supportive housing, emergency shelters, manufactured housing, community care facilities, and SROs.	Adopt SB 2 amendments in 2013, and balance of amendments in 2014	In March 2017, the City adopted a package of Zoning Code amendments to address zoning for a variety of housing types, as specified in the Housing Element.
15. Density Bonus	Adopt and maintain a density bonus ordinance and advertise on City's website.	Adopt local density bonus ordinance in 2013	City Council adopted a local density bonus ordinance in December 2013. The City amended its ordinance in 2017 for consistency with recent changes in State density bonus law, effective January 1, 2017.
16. CEQA Exemptions for Infill Projects	Continue to utilize categorical CEQA exemptions where appropriate, on a case-by-case basis.	2014-2021	No building permits for residential infill projects were issued during the period.
18. Zoning for Small Employee Housing	Amend Zoning Code consistent with Employee Housing Act (H&S 17021.5).	Within two years of Housing Element adoption	In 2017, the City adopted an amendment to the Code which specifies zoning for small employee housing.
19. Fair Housing Programs	Promote the fair housing program through advertisement in the City newsletter, and through program brochures placed at public locations.	Advertise in City newsletter quarterly	Brochures about fair housing services provided in Santa Fe Springs through the Housing Rights Center are provided at City Hall. In addition, the City provides links to the following fair housing resources on its website: California Department of Fair Employment and Housing; Los Angeles County Housing Resource Center; The Housing Rights Center; Neighborhood Legal Services of Los Angeles County; and Inner City Law Center.
20. Social Service programs for Special Needs Groups	Maintain a proactive social service program; augment services as directed by the Social Services and Senior Citizens Advisory Committees.	2014 - 2021	The City has maintained an active social service program for its residents.
21. Reasonable Accommodation	Adopt and implement reasonable accommodation procedures; disseminate information on the City's website and at the public counter.	Adopt Code procedures in 2013, and begin disseminating	City Council adopted procedures for Reasonable Accommodation in 2013. The City has placed information on its website and is developing a handout on reasonable accommodation procedures. No requests for accommodation were received during 2017.



			information in 2014.	
22. Housing Opportunities for Persons Living with Disabilities	Coordinate with ELARC to publicize info on resources for housing and services. Pursue State and Federal funds available for supportive housing and services in conjunction with future affordable housing projects, and apply for funds at least once during planning period.	Publicize resources in 2014. Pursue funding in conjunction with afford. project	The City has placed links on its website to the following resources for housing and services for persons with disabilities: East Los Angeles Regional Center; A Community of Friends; and Corporation for Supportive Housing.	
17. Fee Deferrals and/or Waivers for Affordable Housing	Inform affordable housing developers that fee deferrals, reductions and waivers may be requested as an incentive. Amend the Code to waive application processing fees for projects with 10% ELI units.	Provide info on fee incentives in conjunction with affordable projects.	City's density bonus ordinance identifies fee reductions as an eligible incentive. Section 155.739 of the Municipal Code was amended in 2017 to provide a waiver of Planning Department entitlement fees for projects with a minimum of 10% extremely low income units.	



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction SANTA FE SPRINGS

Reporting Period 01/01/2017 - 12/31/2017

General Comments:





## NEW BUSINESS

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

**RECOMMENDATION:** That the City Council:

- Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 30 days, the Exclusive Negotiating Agreement with SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs.

## **BACKGROUND:**

The City is interested in promoting the development of a hotel within its boundaries. In September, 2007, the City commissioned an Analysis of Potential Market Demand for a Proposed Hotel to be Located in Santa Fe Springs. This Study was updated in October, 2016. The Hotel Study identified several sites as being suitable for the development of a hotel; some of such sites are privately owned or owned by City or the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

At the November 10, 2016 City Council meeting, the City entered into a 210-day, Exclusive Negotiating Agreement (ENA) with Sharad Patel and Mike Patel (Developer) to develop a hotel or hotels within the City. The ENA, which would expire on June 8, 2017, was extended for an additional 210 days, to January 4, 2018, at the City Council meeting of May 25, 2017. The extension allowed the Developer the opportunity to meet with major hoteliers to finalize the hotel brand, discuss various amenities, determine the architectural style, type of parking, number of parking spaces, number of rooms, size of meeting spaces, etc.

At the City Council meeting of December 14, 2017, the ENA was extended for an additional 90 days, to April 4, 2018. The purpose of the ENA is to provide the City and Developer, the security that each will negotiate in good faith, exclusively with each other, towards the execution of a Development and Disposition Agreement (DDA), pursuant to which Developer will purchase one of the properties identified in the Hotel Study, and on such property develop a hotel or hotels.

It is unlikely that both parties will enter into a DDA or the Developer would provide an audited financial statement to the City, by April 4, 2018. Pursuant to Section C "Negotiation Period" of the ENA, *if for any reason the parties have not entered into a DDA by the Negotiation Period, this Agreement shall automatically terminate and be of no further force or effect, and all payments made by the Developer to City shall be*



*nonrefundable. Nothing herein shall prevent or preclude the parties from extending the Negotiation Period by mutual agreement for any duration. City undertakes no commitment or obligation to Developer to extend the Negotiation Period.*

Since the last extension, the Developer has submitted plans (October 6, 2017) to Hilton for review. Hilton has reviewed the plans and has made modifications to the interior layout, but none to the exterior. City staff has reviewed the plans and is in the process of providing comments and conditions of approval to the Developer. The Developer is also in the process of submitting financial statements and other paperwork to Keyser Marston Associates, the City's consultant.


Both parties wish to extend the *Negotiation Period*. Staff is recommending that the *Negotiation Period* be extended, from April 4, 2018, for an additional 30 days, to May 4, 2018.

**FISCAL IMPACT:**

There is no fiscal impact to the City's General Fund associated with extending the Exclusive Negotiating Agreement.

**INFRASTRUCTURE IMPACT:**

There is no infrastructure impact to the City's General Fund associated with extending the Exclusive Negotiating Agreement.



Raymond R. Cruz  
City Manager

**ATTACHMENTS:**

- 2018 Amendment to Exclusive Negotiating Agreement
- 2017 Amendment to Exclusive Negotiating Agreement



**AMENDMENT TO  
EXCLUSIVE NEGOTIATING AGREEMENT  
BY AND BETWEEN THE CITY OF SANTA FE SPRINGS  
AND SFS HOSPITALITY, LLC**

This **AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND SFS HOSPITALITY, LLC** is made and entered into this 22<sup>nd</sup> day of March, 2018 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and SFS Hospitality, LLC ("Developer").

**RECITALS**

WHEREAS, on or about November 10, 2016, the CITY OF SANTA FE SPRINGS, a Municipal Corporation ("City"), and Dellan I ("Developer") entered into an Exclusive Negotiating Agreement for the property located at southwest corner of Norwalk Boulevard and Telegraph Road, with APN's of 8009-007-928 and 8009-007-915;

WHEREAS, on or about May 25, 2017, the City and Developer entered into an Amended and Restated Exclusive Negotiating Agreement attached hereto as Exhibit "A" which extended the term of the Agreement for an additional two hundred ten (210) days;

WHEREAS, the term of the Amended and Restated Exclusive Negotiating Agreement was again extended on December 14, 2017, for an additional ninety (90) days;

WHEREAS, said amendment on December 14, 2017, included the Developer's corporate name change from Dellan I to SFS Hospitality, LLC.

NOW THEREFORE, the Amended and Restated Exclusive Negotiating Agreement is hereby amend as follows:

**SECTION 1.** Section C entitled "Negotiation Period" is hereby amended to extend the Negotiation Period for an additional thirty (30) days from, on or about, April 4, 2018 through to, on or about May 4, 2018.

**SECTION 2.** Except as set forth herein, the Amended and Restated Exclusive Negotiating Agreement attached hereto as Exhibit A remain in full force and effect.

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

CITY OF SANTA FE SPRINGS

\_\_\_\_\_  
Mayor



ATTEST:

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Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

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City Attorney

DEVELOPER  
SFS Hospitality, LLC

---

Mahandra R. Patel

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

AND

Sharad R. Patel

---

Sharad R. Patel



**AMENDMENT TO  
EXCLUSIVE NEGOTIATING AGREEMENT  
BY AND BETWEEN THE CITY OF SANTA FE SPRINGS  
AND SFS HOSPITALITY, LLC**

This **AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND SFS HOSPITALITY, LLC** is made and entered into this 14<sup>th</sup> day of December, 2017 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and SFS Hospitality, LLC ("Developer").

**RECITALS**

WHEREAS, on or about November 10, 2016, the CITY OF SANTA FE SPRINGS, a Municipal Corporation ("City"), and Dellan I ("Developer") entered into an Exclusive Negotiating Agreement for the property located at southwest corner of Norwalk Boulevard and Telegraph Road, with APN's of 8009-007-928 and 8009-007-915;

WHEREAS, on or about May 25, 2017, the City and Developer entered into an Amended and Restated Exclusive Negotiating Agreement attached hereto as Exhibit "A" which extended the term of the Agreement for an additional two hundred ten (210) days;

WHEREAS, the term of the Amended and Restated Exclusive Negotiating Agreement expires in or about January 4, 2018 and the City and Developer wish to extend the exclusive negotiating period for an additional two-hundred ten (210) days;

WHEREAS, Developer's corporate name has changed from Dellan I to SFS Hospitality, LLC, therefore, this Amendment to Exclusive Negotiating Agreement by and Between the City of Santa Fe Springs and Dellan I also modifies the Developer's name from Dellan I to SFS Hospitality, LLC

NOW THEREFORE, the Amended and Restated Exclusive Negotiating Agreement is hereby amend as follows:

**SECTION 1. Parties.**

The Amended and Restated Exclusive Negotiating Agreement is hereby amended so that the parties to the agreement are the City of Santa Fe Springs and SFS Hospitality, LLC. Any and all references to Developer and/or Dellan I in the Amended and Restated Exclusive Negotiating Agreement is modified with "Developer" and/or "SFS Hospitality, LLC."

**SECTION 2.** Section C entitled "Negotiation Period" is hereby amended to extend the Negotiation Period for an additional ninety (90) days from, on or about, January 4, 2018 through to, on or about April 4, 2018.

Except as provided herein, Section C shall otherwise remain in full force and effect.

**SECTION 3.** Section O of the Amended and Restated Exclusive Negotiating Agreement entitled "Notices" is hereby repealed and replaced with the following:



O. Notices. Any notices or communications required hereunder shall be given by a party hereto to the other party hereto by one of the following means: (i) by personal delivery during normal business hours provided that the delivering party requests and obtains a receipt showing date and time of delivery; (ii) by same-day or overnight messenger or courier service that provides a receipt showing date and time of delivery; (iii) by certified or registered United States mail, prepaid, return receipt requested. Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices sent by mail shall be deemed effective upon the earlier of (i) receipt, or (ii) 5:00 p.m. on the second business day following dispatch. Notices shall be sent to the addresses indicated below (a change in the following addresses may be made by following the terms of this paragraph):

To Developer: SFS Hospitality, LLC  
8455 Telegraph Road  
Pico Rivera, CA 90660  
Attn: Mahandra R. Patel  
Sharad R. Patel

To City: City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Attn: Janet Martinez/City Clerk


**SECTION 4.** Except as set forth herein, the Amended and Restated Exclusive Negotiating Agreement attached hereto as Exhibit A remain in full force and effect.

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

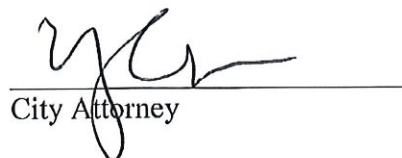
CITY OF SANTA FE SPRINGS

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



DEVELOPER  
SFS Hospitality, LLC

Mahandra R. Patel  
Mahandra R. Patel

Date: 1/9/18

AND

Sharad R. Patel

Sharad R. Patel  
Sharad R. Patel





# *City of Santa Fe Springs*

## *City Council Meeting*

March 22, 2018

### **PROCLAMATION**

Proclaiming the week of April 8-14, 2018 as "National Library Week"

### **RECOMMENDATION**

That the City Council proclaim the week of April 8-14, 2018 as "National Library Week."

### **BACKGROUND**

This week, the Santa Fe Springs City Library joins libraries in schools, campuses and communities nationwide in celebrating the many ways libraries lead their communities through the transformative services, programs and expertise they offer.

April 8-14 is National Library Week, an annual celebration of the life-changing work of libraries, librarians and library workers. Libraries aren't just places to borrow books or study – they're also creative and engaging community centers where people can collaborate using new technologies and develop their skills and passions.


Libraries of all types have long been evolving to meet the needs of the communities they serve. We encourage lifelong learning in all stages of our residents' lives. Although we have many programs for youth, we also encourage the lifelong learning of our adult residents by offering them an opportunity to receive a scholarship to earn a high school diploma online.

Libraries are many things to many people. Whether through offering e-books and technology classes, materials for English-language learners, programs for job seekers or offering a safe haven in times of crisis, libraries and librarians listen to the community they serve, and they respond.

The Santa Fe Springs City Library is celebrating National Library Week by offering afterschool crafts for children all week long.

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April.

The Mayor may wish to call upon Joyce Ryan, Library Services Division Director, to assist with the presentation of the proclamation to the Santa Fe Springs Friends of the Library.

  
Raymond R. Cruz  
City Manager

Attachment  
Proclamation



**WHEREAS**, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies;

**WHEREAS**, libraries and librarians open up a world of possibilities through innovative STEAM programing, job-seeking resources and the power of reading;

**WHEREAS**, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement to deliver new services that connect closely with patrons' needs;

**WHEREAS**, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

**NOW, THEREFORE, BE IT RESOLVED** that I, Mayor Jay Sarno, hereby proclaim the week of April 8-14, 2018 as

***“NATIONAL LIBRARY WEEK”***

In Santa Fe Springs and I encourage all residents to visit the library this week and explore what's new at your library. Because of you and our library leaders, Libraries Lead.

*DATED this 22nd day of March, 2018.*

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*JAY SARNO, MAYOR*

*ATTEST:*

---

*JANET MARTINEZ, CMC, CITY CLERK*





# *City of Santa Fe Springs*

*City Council Meeting*

*March 22, 2018*

## **PRESENTATION**

Introduction of New Santa Fe Springs Policing Team Members

## **RECOMMENDATION**

The Mayor may wish to call upon Dino Torres, Director of Police Services to introduce the newest members of the Santa Fe Springs Policing Team.

Cynthia Lopez, Officer  
Damien Velasco, Officer

  
Raymond R. Cruz  
City Manager





# City of Santa Fe Springs

City Council Meeting


March 22, 2018

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	2	Trujillo
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	2	Trujillo
Sister City	3	Zamora
Traffic Commission	1	Trujillo
Youth Leadership	1	Trujillo

**Applications Received:** None

**Recent Actions:** None.

  
Raymond R. Cruz  
City Manager

Attachments:  
Committee Lists  
Prospective Members

Report Submitted by: Janet Martinez  
City Clerk

**ITEM NO. 27A**



## **Prospective Members for Various Committees/Commissions**

**Beautification**

**Family & Human Services**

**Heritage Arts**

**Historical**

**Personnel Advisory Board**

**Parks & Recreation**

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

*\*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
<b>Moore</b>	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
<b>Zamora</b>	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Sarno</b>	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
<b>Trujillo</b>	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
<b>Moore</b>	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
<b>Zamora</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Larry Oblea	(18)
<b>Rounds</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Mark Scoggins*	(19)
	Janice Smith	(19)
<b>Sarno</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Sally Gaitan	(19)
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Merrie Hathaway	(19)
	<b>Vacant</b>	

*\*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
<b>Moore</b>	<b>Vacant</b>	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
<b>Zamora</b>	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
<b>Sarno</b>	Rudy Lagarreta Jr.	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	<b>Vacant</b>	(18)
	David Diaz-Infante	(19)
<b>Trujillo</b>	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	<b>Vacant</b>	(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
<b>Moore</b>	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
<b>Rounds</b>	<b>Vacant</b>	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
<b>Sarno</b>	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Margaret Bustos*	(19)
	<b>Vacant</b>	

*\*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
<b>Moore</b>	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
<b>Zamora</b>	Charlotte Zevallos	(18)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
	Doris Yarwood	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Manny Zevallos	(18)
	Susan Johnston	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Jeannette Wolfe	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	<b>Vacant</b>	
	Marcella Obregon	(19)
	<b>Vacant</b>	(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
<b>Moore</b>	Richard Aguilar	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
<b>Zamora</b>	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
<b>Rounds</b>	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
<b>Sarno</b>	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
<b>Trujillo</b>	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	<b>Vacant</b>	(18)