



# AGENDA

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

**April 24, 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 March 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 March 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 March 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 March 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 March 22, 2018 City Council Meetings  
**Recommendation:** That the City Council:
- Approve the minutes as submitted.
- b. Claim Against the City  
**Recommendation:** That the City Council:
- Deny the claim filed by Hector Velador.
- c. Greenleaf Avenue Street Rehabilitation – Final Payment  
**Recommendation:** That the City Council:
- Approve the Final Payment (less 5% Retention) to Gentry Brothers, Inc. of Irwindale, California in the amount of \$7,718.75 for the subject project.
- d. I-605 Arterial Intersections Right-of-Way Acquisition Services – Award of Contract  
**Recommendation:** That the City Council:
- Accept the Proposals;
  - Award a contract to CPSI of Foothill Ranch, California, in the amount of \$45,000, to provide Right-of-Way Acquisition Services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project; and
  - Authorize the Mayor to execute a Contract with CPSI to provide Right-of-Way Acquisition Services.



**PUBLIC HEARING**

8. Zoning Text Amendment – Billboards within the Freeway Overlay Zone  
Ordinance No. 1092: An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.383, 155.384, and 155.398 to Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code relating to Billboards within the Freeway Overlay Zone. (City of Santa Fe Springs).

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1092 and, thereafter, continue to the matter to the next regularly scheduled council meeting on May 10, 2018.

**NEW BUSINESS**

9. Refurbish Exterior of Fire Headquarters Training Tower and Interior Stair Repairs

**Recommendation:** That the City Council:

- Authorize the Fire Chief to perform repairs and refurbishment to Fire Headquarters Training Tower utilizing "JJJ Floor Covering, Inc." as the contractor in an amount not to exceed \$70,025.00

10. Shuttle Bus Service Funding Agreement – Amendment No. 2

**Recommendation:** That the City Council:

- Approve Amendment No. 2 to Agreement No. 07-4969 between Caltrans and the City that provides funding in the amount of \$315,000 for Bus Shuttle Service to Santa Fe High School during reconstruction of the Florence Avenue Bridge over the Interstate 5 Freeway; and
- Authorize the Mayor to execute Amendment No. 2 to Agreement No. 07-4964.

11. Resolution 9575 – Approving Use of Senate Bill 1 Funds for Santa Fe Springs Road Rehabilitation Project

**Recommendation:** That the City Council:

- Adopt Resolution No. 9575 approving Santa Fe Springs Road Rehabilitation Project to be partially funded by Senate Bill 1-The Road Repair and Accountability Act; and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.

12. Authorize the Disposal of Obsolete Equipment & Furniture by Way of Public Auction

**Recommendation:** That the City Council:

- Authorize the Director of Purchasing Services to proceed with the disposal of obsolete equipment and furniture by way of public auction.

13. City of Bellflower Traffic Signal Maintenance Services – Agreement Renewal

**Recommendation:** That the City Council:

- Approve the Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services; and
- Authorize the Mayor to execute the Agreement on behalf of the City.



***Items 14 – 23 will occur in the 7:00 p.m. hour.***

**14. INVOCATION**

**15. PLEDGE OF ALLEGIANCE**

**16. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**17. ANNOUNCEMENTS**

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

**19. PRESENTATIONS**

- Proclaiming the week of May 6-12, 2018 as "Municipal Clerk's Week"
- Proclaiming April 27, 2018 as "National Arbor Day"
- Proclaiming the Month of May 2018 as "Mental Health Awareness Month" in the City of Santa Fe Springs
- Proclaiming the Month of May 2018 as "Older American Month" in the City of Santa Fe Springs
- Recognition of Santa Fe Springs Fun/Run Walk Event Sponsors

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

- Committee Appointments

**21. 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.***

**22. COUNCIL COMMENTS**

**23. ADJOURNMENT**

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

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

***April 19, 2018***  
\_\_\_\_\_  
**Date**



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

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# *City of Santa Fe Springs*

Public Financing Authority Meeting

April 24, 2018

## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

That the Public Financing Authority receive and file the report.

### **BACKGROUND**

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

#### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 3/31/18

None

Outstanding principal at 3/31/18

\$1,960,000

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

Financing proceeds available for appropriation at 3/31/18

None

Outstanding principal at 3/31/18

\$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**





## **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 3/31/18

None

Outstanding principal at 3/31/18

\$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, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager/Executive Director





# **City of Santa Fe Springs**

## **Water Utility Authority Meeting**

**April 24, 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. To date, the newly installed water main passed the hydrostatic pressure test and is currently undergoing bacteriological sampling. If the bacteriological results are negative, the newly constructed main will be tied into the existing water distribution system.

#### **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 Agreements.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
Executive Director

#### **Attachments:**

None



**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

April 24, 2018

## **APPROVAL OF MINUTES**

Minutes of the March 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:

- March 22, 2018

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

### **Attachment:**

Minutes for March 22, 2018





APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 22, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:00 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 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.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, 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 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.

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

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

**Nays:** None

**HOUSING SUCCESSOR**

5. Minutes of the February 22, 2018 of the Housing Successor Agency.

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

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

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

**Nays:** 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 February 22, 2018 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Council Member Rounds, seconded by Council Member Moore, to approve the minutes as submitted, by the following vote:

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

**Nays:** None

**CITY COUNCIL**

7. **CONSENT AGENDA**

- a. Minutes of the February 22, 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.

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

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

**Nayes:** None

**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.

Mayor Sarno opened the Public Hearing at 6:03 p.m.

Mayor Sarno closed the Public Hearing at 6:03 p.m.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein, by the following vote:

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

**Nayes:** None

**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.

It was moved by Council Member Moore, seconded by Council Member Rounds,



to 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. 110-397-5369-4400) 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, by the following vote:

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

**Nayes:** None

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).

It was moved by Council Member Rounds, seconded by Council Member Zamora, to 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), by the following vote:

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

**Nayes:** None

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.

It was moved by Council Member Rounds, seconded by Council Member Zamora, to 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, by the following vote:

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

**Nayes:** None

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.

It was moved by Council Member Zamora, seconded by Council Member Moore, to adopt Resolution No. 9571 authorizing filing an application for allocation of section 190 Grade Separation Funds for the Rosecrans/Marquardt Avenues; 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, by the following vote:

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

**Nayes:** None

**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.

It was moved by Council Member Rounds, seconded by Council Member Zamora, to 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, by the following vote:

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

**Nayes:** None

**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).

It was moved by Council Member Zamora, seconded by Council Member Moore,



to 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), by the following vote:

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

**Nayes:** None

It was moved by Council Member Zamora, seconded by Council Member Moore, to 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), by the following vote:

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

**Nayes:** None

**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.

It was moved by Council Member Zamora, seconded by Council Member Moore, to approve Family and Human Services Division Holiday Basket Programs Volunteer Policy & Procedures Handbook and Holiday Basket Program Donation Policy, by the following vote:

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

**Nayes:** None

**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.

Item no. 16 was tabled to be considered for a future meeting.

**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.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to renew and approve the Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer, by the following vote:



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

**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.

It was moved by Council Member Zamora, seconded by Council Member Moore, to appropriate funds from the Facilities Improvement Fund to Activity 10419000 for exterior security lighting at the Clarke Estate, by the following vote:

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

**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).

It was moved by Council Member Moore, seconded by Mayor Pro Tem Trujillo, to 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)., by the following vote:

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

**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.

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

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



***Mayor Sarno recessed the meetings at 6:08 p.m.***

***Mayor Sarno convened the meeting at 7:01 p.m.***

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**21. INVOCATION**

Invocation was led by Council Member Rounds.

**22. PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

**23. INTRODUCTIONS**

- Representative from the Chamber of Commerce: Susan Crowell from Health First Medical Group.

**24. ANNOUNCEMENTS**

- The Youth Leadership Committee Members made the following announcements:
  - Easter Bunny and Grandparent Fun Day - Friday, March 30, 2018 at 3PM
  - Eggstravaganza Easter Egg Hunt - Saturday, March 31, 2018 at 8AM
  - First Friday, Kayamanan Ng Lahi – Philippine Folk Arts - Friday, April 6 at 7PM

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

- City Manager, Ray Cruz, spoke about his plan concerning the first 100 days of him working for Santa Fe Springs. He spoke about meeting with all the city staff and about his meetings with local businesses.
- Director of Public Works, Noe Negrete, spoke about the water main relocation work on Florence Ave. and Orr & Day Rd. scheduled on April 2<sup>nd</sup>. He also spoke about the Florence Avenue widening project from Pioneer Blvd. to Orr & Day Rd. There will be a Public Neighborhood Meeting on Saturday, April 7<sup>th</sup>.
- Director of Planning, Wayne Morrell, spoke about the H.A.R.P. Program that allows a qualified first-time homebuyer to purchase a home in Santa Fe Springs. The application period is from March 5-26, 2018. He also spoke about trends in real estate.
- Director of Police Services, Dino Torres, spoke about the ongoing diversity programming events in partnership with local law enforcement. He spoke about high school students who attended the Museum of Tolerance. He also spoke about a presentation given to all Santa Fe, Pioneer, and St. Paul High School students about "Social Media and the Landmines Associated with It". He also spoke about the Santa Fe High School students who participated in the Cesar Chavez Day of Service. Lastly, the Every 15 Minutes



Campaign will be held at St. Paul High School on May 2<sup>nd</sup> and May 3<sup>rd</sup>.

- Fire Chief, Brent Hayward spoke about monitoring the Montecito and Santa Barbara situations, stating that fire staff is ready to assist if necessary. He also gave an update on the Memorial Project for Santa Fe Springs Firefighters.
- Director of Finance, Travis Hickey, provided an update on the new finance system, which was implemented last week. He also spoke about the commencement of budget season.
- Director of Community Services, Maricela Balderas, spoke about; 1) the closure of the Santa Fe Springs Playhouse; and 2) provided an update on the Summer Movie Series.

**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

No appointments were made.

**28. ORAL COMMUNICATIONS**

There were no oral communications.

**29. COUNCIL COMMENTS**

- Council Member Rounds acknowledged the unique businesses that operate within the city. He praised the businesses who take the steps to use reclaimed water in their operations.
- Council Member Zamora wished everyone in attendance a Happy Easter.
- Mayor Sarno thanked all who attended the Mayor's Prayer Breakfast and all the staff who helped set up the event. He also wished all in attendance a Happy Easter.

**30. ADJOURNMENT**

Mayor Sarno adjourned the meeting at 7:43 p.m. in memory of Gloria Duran.

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Jay Sarno  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## **CONSENT AGENDA**

Claim Against the City

### **RECOMMENDATIONS**

That the City Council deny the claim filed by Hector Velador.

### **BACKGROUND**

Hector Velador filed a claim against the City. The City's Claims Administrator has reviewed the claim and recommends that it be denied.

### **DISCUSSION**

The City received a claim in the amount of \$250,000.00 alleging a slip and fell while jogging on Imperial Highway between Carmenita and Marquardt. After review of the claim, staff recommends City Council deny the request.

As you are aware, since all claims should be considered potential lawsuits, it is requested that all Councilmembers refrain from making public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

### **FISCAL IMPACT**

None.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## **CONSENT AGENDA**

### Greenleaf Avenue Street Rehabilitation - Final Payment

#### **RECOMMENDATIONS**

That the City Council approve the Final Payment (less 5% Retention) to Gentry Brothers, Inc. of Irwindale, California in the amount of \$7,718.75 for the subject project.

#### **BACKGROUND**

The City Council, at their meeting of November 20, 2017, awarded a contract to Gentry Brothers, Inc. of Irwindale, California in the amount of \$989,115.00 for the above subject.


The projects scope of work included the removal of existing asphalt concrete pavement surface, reworking the underlying aggregate base and in situ soil materials with 6.5% cement treatment to provide a firm and stable sub-base for placing new asphalt concrete pavement, removal and replacement of curb and gutter, sidewalks, driveways and traffic signal infrastructure components.

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 \$989,907.85. The final project cost including construction, engineering, inspection and contingency is within the budgeted amount of \$1,211,600.


#### **FISCAL IMPACT**

The Greenleaf Avenue Street Rehabilitation project is fully funded through the Bond Funded Capital Improvement Project. Staff has recommend to nominate this project for Senate Bill 1 funding in the amount of \$104,000.

  
Raymond R. Cruz  
City Manager

#### Attachment:

Final Payment Detail

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

Date of Report: April 19, 2018  
**ITEM NO. 7C**



Payment Detail

Greenleaf Avenue Street Rehabilitation

Contractor: Gentry Brothers, Inc.  
384 E. Live Oak Ave.  
Inwindale, CA 91706

Final Payment : \$ 7,718.75

Item No.	Description	Contract			Completed This Period		Completed to Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
CONTRACT WORK									
1.	Mobilization.	1	L.S.		\$ 35,000.00	0%	\$ -	100%	\$ 35,000.00
2.	Construction Surveying.	1	L.S.		\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00
3.	Traffic Control.	1	L.S.		\$ 125,000.00	0%	\$ -	100%	\$ 125,000.00
4.	Preparation, Implementation and Modification of the SWPPP.	1	L.S.		\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00
5.	Roadway Unclassified Excavation.	2,450	C.Y.	\$ 40.82	\$ 100,000.00	0	\$ -	2,450	\$ 100,000.00
6.	Pulverize remaining underlying base, subgrade and native material to a depth of 13", regrade/compact road bed to a minimum 6" below finish grade and export any surplus material.	129,000	S.F.	\$ 0.05	\$ 6,450.00	0	\$ -	124,367	\$ 6,218.35
7.	Cement treat exposed subgrade to a minimum 13" depth using 6-1/2% cement content (to be verified during construction material testing). Thoroughly mix, regrade, and compact treated material, trim, most cure, seal and micro crack.	129,000	S.F.	\$ 1.05	\$ 135,450.00	0	\$ -	124,367	\$ 130,585.35
8.	Construct 3" ARHM GG-C Surface Course.	2,450	TON	\$ 80.00	\$ 196,000.00	0	\$ -	2,251.49	\$ 180,119.20
9.	Construct 3" AC pavement B2 PG 64-10.	2,450	TON	\$ 64.00	\$ 156,800.00	0	\$ -	2,450	\$ 156,800.00
10.	Saw cut and remove existing PCC curb and gutter. Construct PCC Type A2 curb and gutter per City of Santa Fe Springs Std. Dwg. No. R-7. Match existing curb height and existing flowline.	290	L.F.	\$ 45.00	\$ 13,050.00	0	\$ -	795.11	\$ 35,779.95
11.	Saw cut and remove existing PCC sidewalk. Construct new PCC sidewalk per City of Santa Fe Springs Std. Dwg. No. R-2.2.	5,050	S.F.	\$ 7.00	\$ 35,350.00	0	\$ -	5,083	\$ 35,581.00
12.	Saw cut and remove existing on-site PCC Pavement. Construct new PCC Pavement.	115	S.F.	\$ 13.00	\$ 1,495.00	0	\$ -	0	\$ -
13.	Saw cut and remove existing on-site AC Pavement. Construct new AC Pavement.	820	S.F.	\$ 4.00	\$ 3,280.00	0	\$ -	239	\$ 956.00
14.	Saw cut and remove existing on-site PCC curb and replace with matching curb following drive approach replacement.	52	L.F.	\$ 35.00	\$ 1,820.00	0	\$ -	200	\$ 7,000.00
15.	Saw cut and remove existing PCC drive approach and construct PCC drive approach per City Std. Plan No. R-6.4C or R-6.4D.	3,140	S.F.	\$ 8.00	\$ 25,120.00	0	\$ -	3,921	\$ 31,368.00



Payment Detail

Greenleaf Avenue Street Rehabilitation

Contractor: Gentry Brothers, Inc.  
384 E. Live Oak Ave.  
Inwindale, CA 91706

Final Payment : \$ 7,718.75

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
CONTRACT WORK									
16.	Saw cut existing and construct 4" PCC curb ramps with black truncated domes per Caltrans Std. Plans A88A and A88B.	4	EA.	\$ 3,000.00	\$ 12,000.00	0	\$ -	4	\$ 12,000.00
17.	Saw cut and remove existing curb drain and construct curb drain per SPPWC Std. Plan 150-3.	7	EA.	\$ 125.00	\$ 875.00	0	\$ -	10	\$ 1,250.00
18.	Furnish and Install FloGard Catch Basin Insert Filter Curb Inlet Style or approved equal. (sized to fit each catch basin)	2	EA.	\$ 600.00	\$ 1,200.00	2	\$ 1,200.00	2	\$ 1,200.00
19.	Adjust manhole frame and cover to grade.	9	EA.	\$ 500.00	\$ 4,500.00	0	\$ -	9	\$ 4,500.00
20.	Adjust sewer cleanout frame and cover to grade.	1	EA.	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00
21.	Adjust street light pull box frame and cover to grade.	4	EA.	\$ 400.00	\$ 1,600.00	0	\$ -	3	\$ 1,200.00
22.	Relocate street sign.	6	EA.	\$ 300.00	\$ 1,800.00	0	\$ -	6	\$ 1,800.00
23.	Install street sign and post per plan.	5	EA.	\$ 350.00	\$ 1,750.00	0	\$ -	5	\$ 1,750.00
24.	Adjust water meter frame and cover to grade.	7	EA.	\$ 150.00	\$ 1,050.00	0	\$ -	10	\$ 1,500.00
25.	Adjust water valve frame and cover to grade.	23	EA.	\$ 75.00	\$ 1,725.00	0	\$ -	13	\$ 975.00
26.	Adjust traffic signal pull box and cover to grade.	9	EA.	\$ 400.00	\$ 3,600.00	0	\$ -	9	\$ 3,600.00
27.	Traffic Striping Markers and Markings.	1	L.S.		\$ 13,000.00	0%	\$ -	100%	\$ 13,000.00
28.	Install Traffic Loops Type D or E per plan.	20	EA.	\$ 300.00	\$ 6,000.00	0	\$ -	20	\$ 6,000.00
29.	Remove existing push button assembly and install Type B Pedestrian Push Button assembly per Caltrans Std. Plan ES-5C.	7	EA.	\$ 2,700.00	\$ 18,900.00	0	\$ -	7	\$ 18,900.00
30.	Install 3" Sch. 80 PVC Traffic Signal Conduits.	410	L.F.	\$ 60.00	\$ 24,600.00	0	\$ -	410	\$ 24,600.00



Payment Detail

Greenleaf Avenue Street Rehabilitation

Contractor: Gentry Brothers, Inc.  
384 E. Live Oak Ave.  
Irwindale, CA 91706

Final Payment : \$ 7,718.75

Item No.	Description	Contract				Completed This Period		Completed to Date	
					Total	Quantity	Amount	Quantity	Amount
		Quantity	Units	Unit Price					

CONTRACT WORK

31.	Furnish and Install 4'-high Pedestrian Push Button (PPB) Post (Detail B) per Caltrans ES-7A with a Type B PPB Assembly per Caltrans ES-5C.	2	EA.	\$ 2,700.00	\$ 5,400.00	0	\$ -	4	\$ 10,800.00
32.	Repair water service lines.	13	EA.	\$ 1,600.00	\$ 20,800.00	0	\$ -	0	\$ -
Original Contract Amount:					\$ 989,115.00		\$ 1,200.00		\$ 982,982.85

Original Contract Amount:

1.	Contract Change Order No. 1	1	L.S.	\$ 6,925.00	\$ 6,925.00	100%	\$ 6,925.00	100%	\$ 6,925.00
					\$ 6,925.00		\$ 6,925.00		\$ 6,925.00

Contract Amount to Date: \$ 996,040.00

Contract Amount to Date: \$ 8,125.00

Total Completed Items to Date: \$ 989,907.85

CONTRACT PAYMENTS:

Total Items Completed to Date

\$ 989,907.85

Less 5% Retention

\$ 49,495.39

Less Progress Payment No. 1

\$ 352,528.04

Less Progress Payment No. 2

\$ 290,890.00

Less Progress Payment No. 3

\$ 289,275.67

Final Payment

\$ 7,718.75

Invoice Date	Invoice No.	Warrant Billing Period			Retention Amount
		Invoice Due Date	Invoice Pay Date	Amount	
02/07/2018	Progress Payment No. 1	02/13/2018	02/22/2018	\$ 352,528.04	\$ 18,554.11
02/22/2018	Progress Payment No. 2	02/27/2018	03/08/2018	\$ 290,890.00	\$ 15,310.00
03/22/2018	Progress Payment No. 3	03/26/2018	04/05/2018	\$ 289,275.67	\$ 15,225.03
04/23/2018	Final Payment	04/24/2018	05/03/2018	\$ 7,718.75	\$ 406.25

Finance Please Pay:	\$ 7,718.75
Retention:	\$ 406.25
Project Account:	PW180520
Recommended by:	Robert Garcia
Approved by:	<i>[Signature]</i> \$ 295





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## **CONSENT AGENDA**

### I-605 Arterial Intersections Right-of Way Acquisition Services – Award of Contract

#### **RECOMMENDATIONS**

That the City Council take the following actions:

- Accept the Proposals;
- Award a contract to CPSI of Foothill Ranch, California, in the amount of \$45,000, to provide Right-of-Way Acquisition Services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project; and
- Authorize the Mayor to execute a Contract with CPSI to provide Right-of-Way Acquisition Services.

#### **BACKGROUND**

The City Council, at its February 8, 2018 meeting, authorized the Director of Public Works to advertise for proposals to provide right-of-way acquisition (ROW) services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project.

The City received four (4) proposals from qualified ROW firms, CPSI, Epic Land Solutions, Overland, Pacific and Cutler and Paragon Partners. The proposals were evaluated by Noe Negrete, Director of Public Works, Mark Stowell, Director of Public Works, City of La Mirada, and Al Fuentes, Program Manager. A summary of the proposal evaluation scores is attached.


Pursuant to the proposal evaluation process, Staff is recommending that the City Council award a contract to CPSI in the amount of \$45,000 to provide ROW services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project. Acquisition of the ROW is the first step in the process to implement these project intersection improvements.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the professional services agreement.

#### **FISCAL IMPACT**

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

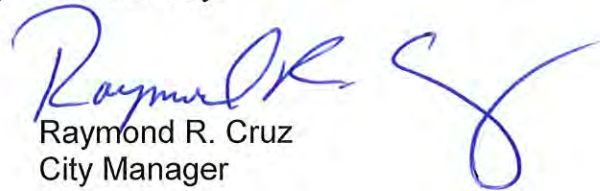
Report Submitted By: Noe Negrete, Director   
Department of Public Works

Date of Report: April 19, 2018  
**ITEM NO. 7D**



**INFRASTRUCTURE IMPACT**

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

  
Raymond R. Cruz  
City Manager

**Attachments:**

1. Agreement
2. Exhibit A –Request for Proposals
3. Exhibit B – CPSI Proposal
4. Exhibit C – Fee Schedule
5. Proposal Evaluation Summary



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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 24<sup>TH</sup> day of April 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and CPSI, ("Consultant").

**W I T N E S S E T H :**

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for Right-of-Way Acquisition Services as more fully described herein; and

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

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Request for Proposal") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;



- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C" Fee Proposal, attached hereto and made a part of this Agreement by this reference (the "Fee Proposal"). Consultant's total compensation shall not exceed **\$45,000.00.**



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

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

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERMINATION**

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,



and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

## **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage, except 10 days written notice for non-payment of premiums.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) CPSI agrees to comply with all of the reporting requirements of its insurance policies. Any failure to comply with these requirements will constitute a breach of contract.

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

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities



performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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



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

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

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

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

IF TO CONSULTANT:

CPSI  
26070 Towne Centre Drive, Suite 150  
Foothill Ranch, CA 92610  
Tel: (909) 299-5300  
Marcella Jorgensen, President & CEO

IF TO CITY:

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

COURTESY COPY TO:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attn: Travis Hickey

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this



Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.



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

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

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



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

**CONSULTANT**  
CPSI

_____ Signature	_____ Date
_____ Marcella Jorgensen, President & CEO	_____ 61-1763171 Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

_____ Jay Sarno, Mayor	_____ Date
---------------------------	---------------

ATTEST:

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

APPROVED AS TO FORM:

_____ Yolanda M. Summerhill, City Attorney	_____ Date
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**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR PROPOSALS**

### **RIGHT-OF-WAY ACQUISITION SERVICES**



### **DEPARTMENT OF PUBLIC WORKS**

### **INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:**

**AL FUENTES, PROJECT MANAGER  
CITY OF SANTA FE SPRINGS  
11710 TELEGRAPH ROAD  
SANTA FE SPRINGS, CA 90670  
PHONE: (562) 868-0511, EXTENSION 7355**



# REQUEST FOR PROPOSALS

## RIGHT-OF-WAY ACQUISITION SERVICES

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

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

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

Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

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

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



## INSTRUCTIONS TO PROPOSERS

### RIGHT-OF-WAY ACQUISITION SERVICES

#### 1. PROPOSED SCHEDULE

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

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

#### 2. PRE-SUBMITTAL MEETING

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

#### 3. SUBMISSION OF PROPOSALS

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

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

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

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

#### 4. DISSEMINATION OF RFP INFORMATION

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



5. **ADDENDA TO THE RFP**

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

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. **Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Al Fuentes, who may be reached at (562) 868-0511, extension 7355 or by email at [alfuentes@santafesprings.org](mailto:alfuentes@santafesprings.org).

B. **Clarifications of the RFP**

Consultants are encouraged to promptly notify Al Fuentes of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. **Submitting Requests**

**All questions must be submitted to the AGENCY by 4:00 p.m. on Monday, February 26, 2018.** The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

**Requests for clarifications, questions and comments received after 4:00 p.m. on Monday, February 26, 2018 will not be responded to.**

D. **Agency Responses**

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on March 1, 2018.

7. **COST OF PROPOSAL PREPARATION**

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



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

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

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

## **8. CONFLICT OF INTEREST**

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

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

## **9. ACQUISITION SERVICES – MINIMUM QUALIFICATIONS**

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

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



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

#### 10. **APPRAISAL SERVICES – MINIMUM QUALIFICATIONS**

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

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

#### 11. **KEY PERSONNEL**

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

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

#### 12. **BASIS FOR AWARD OF CONTRACT**

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



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

**13. FEE SCHEDULE**

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

**14. REQUIRED FORMAT FOR PROPOSALS**

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

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

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

**A. Letter of Offer**

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.



- Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

**B. Qualifications of the Firm**

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide Traffic Engineering Services.
- Provide a list of previous projects in which the Consultant and sub-consultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

**C. Proposed Staffing and Project Organization**

The Proposal should include the following information:

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



**D. Consultants and/or Sub-consultants**

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

**E. Work Approach**

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

**F. Client References**

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

**G. Appendices**

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

**H. Rights to Materials**

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

**J. Fee Proposal.**

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

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



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

## **15. PROPOSAL EVALUATION PROCESS AND CRITERIA**

### **A. GENERAL**

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing (Consultant fees) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

### **B. EVALUATION CRITERIA**

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

### **C. EVALUATION PROCESS**

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

### **D. INTERVIEW (If Necessary)**

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

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

### **E. FINAL SELECTION**

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



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

**16. EXCEPTIONS OR ADDITIONS**

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

**17. INSURANCE REQUIREMENTS**

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

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

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

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

**18. RIGHTS OF THE AGENCY**

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify the AGENCY's obligations or selection



criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. The AGENCY reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- The AGENCY reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any consultant and the AGENCY makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the AGENCY are public information and will be made



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

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

#### **Waiver of Proposals**

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

### **19. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

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



## **SCOPE OF SERVICES**

### **Project Title:**

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

### **Project Location:**

1. The Alondra Boulevard/Valley View Avenue intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), immediately north of the I-5 Freeway.
2. The Rosecrans Avenue/Valley View Avenue intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), immediately north of the I-5 Freeway  
(See Attached Location Maps)

### **Project Limits:**

The project limits include:

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

### **Project Purpose:**

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

### **Project Scope:**

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



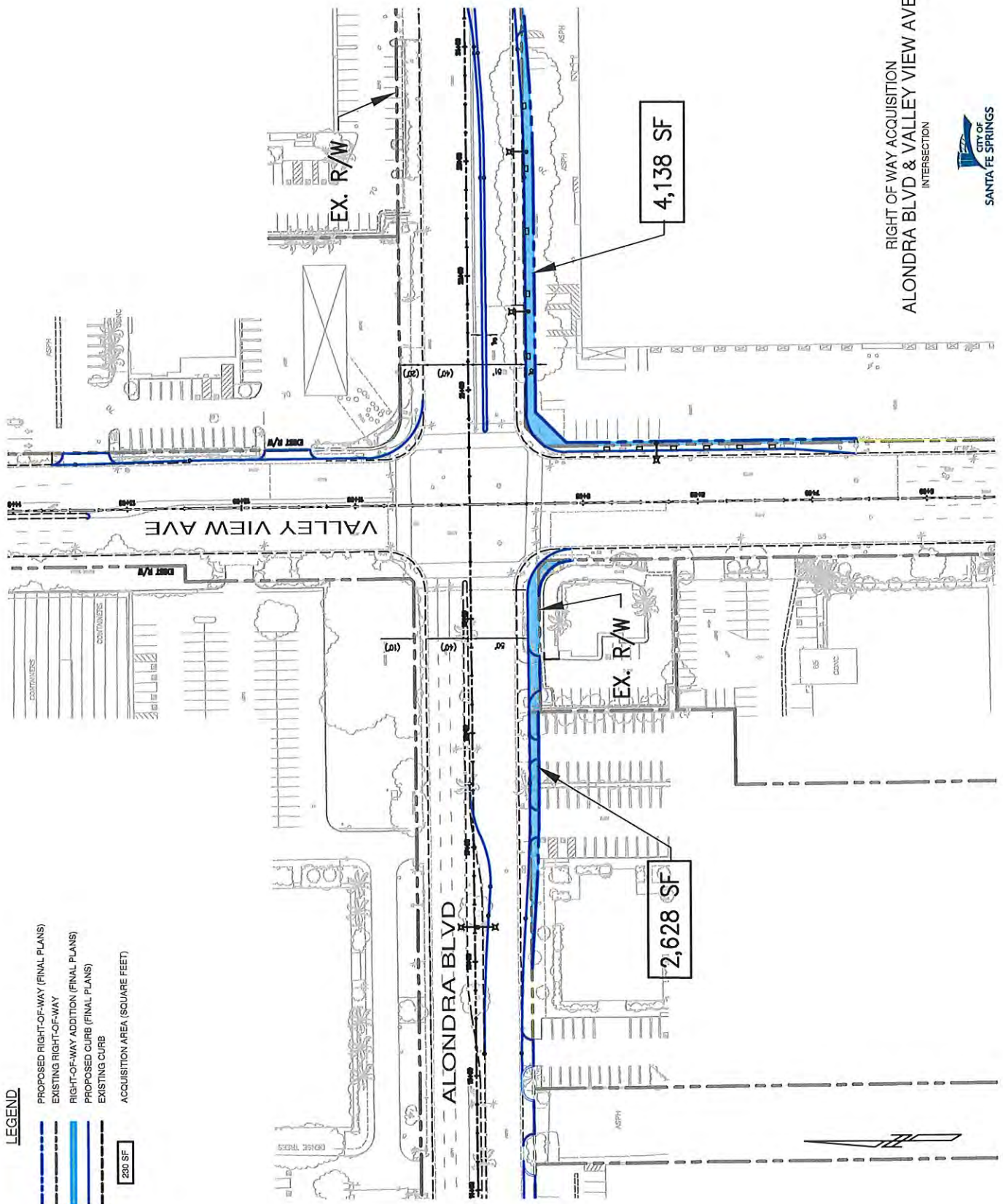
- Task 1     Review plats and legal descriptions for the properties requiring right-of-way acquisition, slope easements, temporary construction easements and/or rights-of-entry. The City will provide current plats and legal descriptions.
- Task 2     Identify right-of-way acquisitions, and/or vacations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



# LEGEND

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

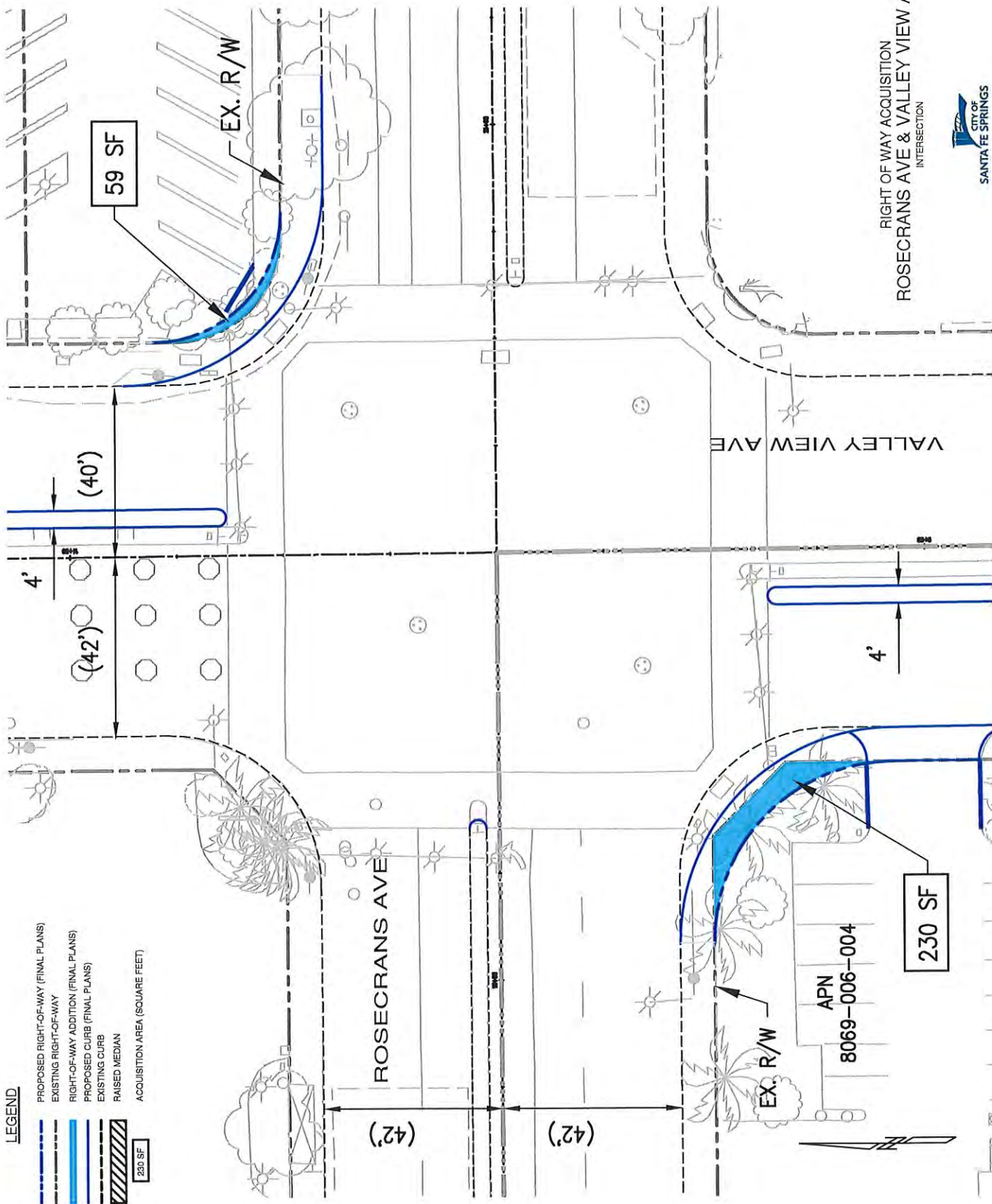
230 SF



## RIGHT OF WAY ACQUISITION ALONDRA BLVD & VALLEY VIEW AVE INTERSECTION







RIGHT OF WAY ACQUISITION  
ROSECRANS AVE & VALLEY VIEW AVE  
INTERSECTION





**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

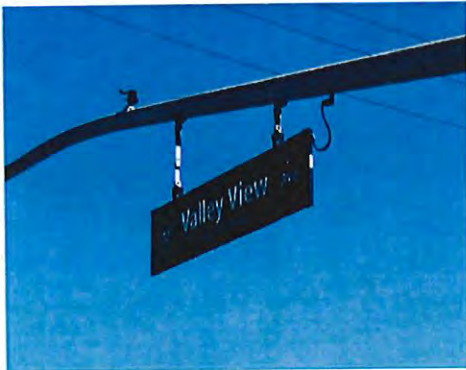




Proposal for

## RIGHT OF WAY ACQUISITION SERVICES

Alondra Boulevard/Valley View Avenue Intersection Improvement Project *and*  
Rosecrans Avenue/Valley View Avenue Intersection Improvement Project



26070 Towne Centre Drive, Suite 150, Foothill Ranch, CA 92610

(949) 299-5300 | [www.cpsi-row.com](http://www.cpsi-row.com)

SBE | DBE



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## A. LETTER OF OFFER

March 6, 2018

Noe Negrete, Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, California 90670



26070 Towne Centre Drive, Ste. 150  
Foothill Ranch, California 92610  
(949) 299-5300 | www.cpsi-row.com

Dear Mr. Negrete,

### **Proposal for Right of Way Acquisition Services for the Alondra Boulevard and Valley View Avenue Intersection Improvement Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvement Project**

At Property Specialists, Inc. (dba CPSI), we understand the importance of continued public works projects, including intersection improvements and road widenings, that will reduce congestion, accommodate traffic and result in improved and safer streets. We get that these projects are necessary to keep improving the lives of any city's inhabitants and have more than 12 years of experience partnering with myriad cities throughout southern California to provide professional right of way acquisition services. This unmatched depth of expertise enables us to more thoroughly understand all aspects of public works projects, making our team of experts uniquely qualified to perform the title, appraisal and acquisition services required for successful completion of the City of Santa Fe Springs' two intersection improvement projects.

**Firm Identification.** CPSI is headquartered in Foothill Ranch, California, at the following address:

26070 Towne Centre Drive, Suite 150  
Foothill Ranch, CA 92610  
(949) 299-5300

**Contact.** Marcella Jorgensen, President and CEO, will serve as the main point of contact:

Marcella Jorgensen, President and CEO  
26070 Towne Centre Drive, Suite 150  
Foothill Ranch, CA 92610  
(949) 299-5308

**Federal Tax ID.** CPSI's Federal Tax ID number is 61-1763171.

**About CPSI.** CPSI provides unique, innovative and cost-effective solutions to public agency right of way projects. We offer a variety of project management, acquisition, relocation and property management services to federal, state, county and municipal governments throughout southern California. We are headquartered in Foothill Ranch, California, with regional offices in Long Beach and Fresno, and project offices in San Bernardino and Modesto. Our highly effective core team of professionals is experienced and knowledgeable in all right of way disciplines, ensuring that both large- and small-scale assignments are handled professionally without compromising any attention to detail.

**Team Qualifications.** CPSI offers the City a highly competent team with an unparalleled reputation and proven capabilities and expertise. Understanding the service requirements requested by the City, we have selected **Project Manager Kent Jorgensen, SR/WA, R/W-RAC**, as your team leader. His more than 29 years of experience includes managing and directing projects for agencies throughout southern California. Kent's strength lies in developing creative cost-saving solutions while maintaining complete compliance with local, state and federal regulations associated with the appraisal and acquisition for public entities.



Kent will lead an acquisition team with unsurmountable experience in similar projects, including: **Sr. Acquisition Agent Jeremy Miller, SR/WA** and **Sr. Acquisition Agent Jeff Wellcome, SR/WA, R/W-RAC**.

**Superior Understanding.** CPSI understands that the City of Santa Fe Springs plans to improve two intersections along Valley View Avenue. As a result, right of way acquisition services are required. CPSI will provide right of way services for a total of five parcels potentially impacted by the two projects, including project management, title, primary appraisal, and acquisition. Depending on the specific impacts to the signage, CPSI may recommend providing limited relocation services of the existing signage to accommodate the business, meet existing sign ordinances, and avoid business loss claims or unnecessary severance damage issues. A detailed project understanding and our specific approaches are provided on **pages 15 to 20** of this proposal. In addition, we have included our scope of services on **pages 22 to 24**.

**Identification of Subconsultants.** We have identified our subconsultants below:

**R.P. Laurain & Associates / Primary Appraisal**

John P. Laurain, MAI, ASA, Primary Appraiser  
3353 Linden Avenue, Suite 200  
Long Beach, CA 90807  
Phone: (562) 426-0477

**Commonwealth Land Title Company / Title and Escrow**

Griffin Wayne, Vice President  
4100 Newport Place Drive, Suite 120  
Newport Beach, CA 92660  
Phone: (714) 749-0036

**Proposal Validity.** This proposal will remain valid for no less than 90 days from the date of submittal (March 6, 2018).

**Acknowledgment of Addenda.** We acknowledge receipt of the City's response to questions received February 22 and February 27, 2018. CPSI understands that it is obligated by all addenda to the City's RFP.

**Professional Services Agreement.** CPSI has thoroughly reviewed the City's RFP and Professional Services Agreement and provides no exceptions to the provisions and conditions.

**Authorized Signatory.** President and CEO Marcella Jorgensen, signatory of this cover letter, is authorized to bind CPSI to the terms and conditions as set forth in the City's RFP.

**True and Correct.** By signing this cover letter, Marcella Jorgensen attests that all of the information in this proposal is true and correct.

The following proposal clearly, cohesively and concisely identifies the ways in which CPSI can fulfill the real estate requirements for the Alondra Boulevard/Valley View Avenue and Rosecrans Avenue/Valley View Avenue intersection improvement projects in a cost-effective and timely manner. If you have any additional questions or require clarification, please do not hesitate to contact me by phone at (949) 299-5308 or [mjorgensen@cpsi-row.com](mailto:mjorgensen@cpsi-row.com).

  
Marcella Jorgensen  
President and CEO



## B. QUALIFICATIONS OF THE FIRM

At CPSI, an S Corporation, we provide unique, innovative and cost-effective solutions to the toughest right of way projects. **Our success in the past 12 years is a testament to the fact that we do not achieve by simply adhering to rigid protocol.** CPSI has been established in the forefront of the professional real estate and right of way industries by proving time and time again that fresh ideas are synonymous to success. No two cities, no two streets and no two properties are identical — we get that. We do not believe in solely following a due process; instead, we construct unique solutions to cater to the diverse demands and nuances of every project at hand.

We provide a range of services to public agencies involved in the development of real property; this includes the technical and administrative support services necessary to meet our client's individual needs. Our services include, but are not limited to:

- Project management
- Title and escrow services
- Right of way engineering
- Environmental support
- Appraisal services
- Right of way acquisition
- Community outreach
- Relocation plans
- Relocation assistance
- Tenant property acquisition
- Property management
- Cost studies and report preparation
- Utility relocation coordination
- Demolition coordination

**Founded in 2005**, our highly effective core team of professionals is experienced and knowledgeable in all right of way disciplines, ensuring that both large- and small-scale assignments are handled professionally and without compromise.

CPSI has six offices. Our headquarters is located in Foothill Ranch, California, and we have additional offices in San Bernardino, Long Beach, Fresno, and Modesto, California.

### WHAT SETS US APART

**Innovation. Open communication. Preventing litigation.** It's right of way the CPSI way. Every client and case we have handled has played an integral role in helping us develop our philosophy. Through active stakeholder participation in both low- and high-profile cases, we became mindful of all factors crucial to establishing a smooth and efficient process.

### CPSI'S FINANCIAL CONDITION

CPSI is in stable financial condition and confirms that there is no bankruptcy, pending litigation, outstanding claims, planned office closures, impending mergers or conflicts of interest that will impede our ability to provide services.



### THE CPSI PROMISE

- 1 *It is our job to arrive at solutions under the most positive terms. We strive for a perfect outcome for all parties involved.*
- 2 *Punctuality establishes good rapport and is pivotal to securing continued funding from sponsors and outside sources.*
- 3 *It is our mission to complete every project under requirement; we are known for deriving cost-effective solutions through original strategies and research.*



## JOINT WORK WITH SUBCONSULTANTS

We have hand-selected our subconsultants based on their relevant experience and immaculate record of performance with projects similar to the Alondra Boulevard/Valley View Avenue and Rosecrans Avenue/Valley View Avenue intersection improvement projects. CPSI has worked with R.P. Laurain & Associates and Commonwealth Land Title Company on multiple occasions and are confident that these real estate professionals have the experience and qualifications necessary to exceed the City's expectations for appraisal and title services. Our previous experience with each of these subconsultants includes, but is not limited to, the following:

### R.P. LAURAIN & ASSOCIATES' EXPERIENCE WITH CPSI

	PROJECT	CLIENT	SUBCONSULTANT ROLE	CPSI ROLE
1	Pennsylvania Avenue Improvement Projects	City of Beaumont	Primary Appraisal	Right of Way Acquisition
2	SR-57/Lambert Road Interchange Project	City of Brea	Primary Appraisal	Right of Way Acquisition and Relocation
3	Bundy Canyon Road Widening Project	City of Wildomar	Primary Appraisal	Right of Way Acquisition
4	Foothill Boulevard Improvement Project	City of Fontana	Review Appraisal	Right of Way Acquisition and Relocation
5	Philadelphia Street/Cypress Avenue Widening Project	City of Ontario	Review Appraisal	Right of Way Acquisition
6	South Side of La Palma Avenue Project	City of Anaheim	Review Appraisal	Right of Way Acquisition and Relocation
7	Vesta Street Apartments Affordable Housing Project	City of Ontario	Primary Appraisal	Right of Way Acquisition and Relocation

### COMMONWEALTH LAND TITLE COMPANY'S EXPERIENCE WITH CPSI



	PROJECT	CLIENT	SUBCONSULTANT ROLE	CPSI ROLE
1	Pennsylvania Avenue Improvement Projects	City of Beaumont	Title and Escrow	Right of Way Acquisition
2	SR-57/Lambert Road Interchange Project	City of Brea	Title and Escrow	Right of Way Acquisition and Relocation
3	Bundy Canyon Road Widening Project	City of Wildomar	Title and Escrow	Right of Way Acquisition
4	Foothill Boulevard Improvement Project	City of Fontana	Title and Escrow	Right of Way Acquisition and Relocation
5	Redlands Blvd./Alabama St. Intersection Project	City of Redlands	Title and Escrow	Right of Way Acquisition
6	South Side of La Palma Avenue Project	City of Anaheim	Title and Escrow	Right of Way Acquisition and Relocation
7	Bastanchury Road Widening Project	City of Yorba Linda	Title and Escrow	Right of Way Acquisition




## STRENGTH AND STABILITY

### CURRENT STAFFING CAPABILITY, AVAILABILITY AND WORK LOAD

CPSI offers the City a team of senior-level personnel and subconsultants, named in the table below, to complete the work requested for the Alondra Boulevard/Valley View Avenue and Rosecrans Avenue/Valley View Avenue intersection improvement projects. We have conducted a thorough analysis of this team's availability and capacity for the City's projects and assure you that we have the appropriate level of local resources needed to complete the assignment within the designated timeline. We are also committed to ensuring that our personnel attend City and community meetings, as required, and are available to respond to public inquiries. If necessary, CPSI is willing and able to provide additional personnel, as needed.

AVAILABILITY, CAPACITY AND WORK LOAD		
PERSONNEL AND ROLE	CURRENT WORK LOAD	AVAILABILITY (%)
 <b>Kent Jorgensen, SR/WA, R/W-RAC</b> Project Manager	<ul style="list-style-type: none"> <li>• Bundy Canyon Road Widening / City of Wildomar</li> <li>• Mater Dei Expansion Project / Mater Dei High School</li> </ul>	50%
 <b>Jeremy Miller, SR/WA</b> Sr. Acquisition Agent	<ul style="list-style-type: none"> <li>• Bundy Canyon Road Widening / City of Wildomar</li> </ul>	75%
<b>Jeff Wellcome, SR/WA, R/W-RAC</b> Sr. Acquisition Agent	<ul style="list-style-type: none"> <li>• Euclid and Westminster Intersection Improvements / City of Garden Grove</li> <li>• 3501 First Street Apartments Project / San Diego Housing Commission</li> </ul>	50%
<b>Tammie Rosche</b> Project and Escrow Coordinator	<ul style="list-style-type: none"> <li>• Tenant Relocation Assistance Program / Los Angeles Housing and Community Investment Department</li> </ul>	50%

 *Key Personnel*

### TECHNICAL CAPABILITIES AND LOGISTICS

CPSI is unique in the right of way industry in that we are able to combine resources, employ innovative project management strategies and time-saving techniques, assign tasks based on the experience level of our staff, and implement up-to-date technological resources to streamline the entire right of way project process. This is supported by the fact that CPSI consistently completes projects ahead of schedule and without resorting to using the eminent domain process.

Our key staff will accomplish all work from our headquarters in Orange County. All of CPSI's programs and data management tools are Web-based; therefore, our staff can access all case data and information on a real-time basis via any Internet-capable device, including smart phones. Our professionals work seamlessly with agencies throughout California by ensuring that our employees have the resources to work from anywhere - in the field, the office or from home. Further, as part of our mobile Internet capabilities, we utilize a voiceover IP that can forward office calls to our professionals' cell phones when they are out of the office. This system allows the City to always reach key staff directly.

CPSI uses QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for better monitoring of individual performance efficiency, timelines and cost-containment strategies. We propose to utilize QuickBase to optimize schedule efficiencies, providing real-time updates for acquisition activities, ensuring transparency in reporting to the City and otherwise streamlining the right of way program.



## PROVEN RECORD OF MEETING SCHEDULES

CPSI's professionals understand the intricacies of funding requirements and their impact on the parcel delivery schedule. We commit to delivering the right of way on time to allow the City adequate time to advertise, award and begin construction, as scheduled.

Additionally, we use internal acquisition checklists, which have paid big dividends for our stakeholders and resulted in our delivery of a high-quality product in a timely manner. CPSI managers are required to review each agent's files at every major milestone to ensure quality and timely work. This information is tracked with our client delivery parameters, (e.g., the current project schedule) allowing for all parties to identify delivery obstacles before they occur and make real-time field adjustments to stay on schedule. We have outlined just a few specific examples of how CPSI and our key personnel have delivered high-quality products within schedule contracts in the following paragraphs:

- **City of Santa Ana | Bristol Street Widening Project.** Due to innovative strategies, extensive file documentation, the development of an aggressive right of way delivery plan and avoiding litigation, the street widening project was completed one year ahead of schedule.
- **Orange County Transportation Authority | Tustin/Rose Grade Separation.** CPSI's extensive community outreach efforts made by our acquisition settlement team resulted in this project being completed six months ahead of schedule. In addition, our file documentation and work product passed audit review with the Federal Highway Administration and Caltrans.
- **City of Irvine | Sand Canyon Grade Separation.** Due to our team's skill in presenting complex appraisal valuations, the development of a comprehensive right of way delivery plan and avoiding litigation, the grade separation was completed one year ahead of schedule.

## PROJECT EXPERIENCE

As a firm, CPSI has completed approximately 7,900 acquisition and relocation assignments for more than 250 projects. The chart below highlights CPSI's experience on street improvement and public infrastructure projects with the scope of services requested in the City's RFP. These projects were completed in accordance with the Uniform Act and the California Code of Civil Procedure.

## TRANSFERABLE EXPERIENCE

Our specific project experience will serve as a great contributor to the City's success for the Alondra Boulevard/Valley View Avenue and Rosecrans Avenue/Valley View Avenue intersection improvement projects. This table, outlining CPSI's experience, identifies a number of transferable project characteristics that specifically relate to the City's requirements.

	TITLE AND ESCROW	APPRAISAL	ACQUISITION
Euclid Street to Westminster Avenue Intersection Improvement Project   <b>City of Garden Grove</b>	•	•	•
South Side of La Palma Avenue Widening Project   <b>City of Anaheim</b>	•	•	•
Valley Boulevard and Santa Anita Avenue Project   <b>City of El Monte</b>	•	•	•
SR-57/Lambert Road Interchange Project   <b>City of Brea</b>	•	•	•
Pennsylvania Avenue Improvement Projects   <b>City of Beaumont</b>	•	•	•
Philadelphia Street and Cypress Avenue Widening Project   <b>City of Ontario</b>	•	•	•



## EUCLID STREET TO WESTMINSTER AVENUE INTERSECTION IMPROVEMENT PROJECT | CITY OF GARDEN GROVE

### PROJECT DESCRIPTION

CPSI is providing right of way services for four parcels located at the intersection of Euclid Street and Westminster Avenue in Garden Grove, California. As a part of the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highway network and funded by OCTA's Measure M2 Comprehensive Transportation Funding Program (CTFP), the Euclid Street and Westminster Avenue Intersection Improvement Project will relieve congestion by adding two 12-foot-wide right-turn lanes. The southbound right-turn lane will be constructed along Euclid Street and the eastbound right-turn lane will be constructed along Westminster Avenue. CPSI's specific services include title, Phase I and II Environmental Site Assessments (ESAs), appraisal, voluntary acquisition and the relocation of one sign. The City of Garden Grove does not use eminent domain to acquire private property for public uses; therefore, all partial acquisitions and right of entries are being obtained voluntarily.



### SERVICES

- Project Management
- Title
- Environmental Services
- Appraisal
- Acquisition
- Signage Relocation



*On Schedule*



*Within Budget*

## SOUTH SIDE OF LA PALMA AVENUE PROJECT | CITY OF ANAHEIM

### PROJECT DESCRIPTION

The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. This federally funded project will provide safe passage for pedestrians, cyclists and vehicles and will feature the construction of a new sidewalk with curb, gutter, driveways and drainage improvements. CPSI provided title, appraisal, review appraisal, acquisition and relocation services for the required 23-foot partial acquisitions, right of way agreements and five-foot temporary construction easements. All properties were acquired at appraised value.

### SERVICES

- Project Management
- Title
- Appraisal
- Review Appraisal
- Acquisition
- Relocation of Personality



*On Schedule*



*Within Budget*

**CPSI brought many years of experience in real estate, land acquisition, relocation, property management and negotiations to the largest project in Orange County. Their attention to detail and commitment to the success of the project was a tremendous asset to our real estate and right of way functions.**

– Mindy Ly, Engineering Manager, City of Santa Ana



## PHILADELPHIA STREET AND CYPRESS AVENUE TRAFFIC SIGNAL AND STREET WIDENING PROJECT | CITY OF ONTARIO

### PROJECT DESCRIPTION

CPSI provided right of way services for this project, which was located at the intersection of Cypress Avenue and Philadelphia Street and along Philadelphia Street between 500 feet west and 300 feet east of Cypress Avenue. We completed all title, right of way engineering, appraisal and acquisition services for the five partial acquisitions and six temporary construction easements required for successful completion of this project. Effectively communicating with each property owner was critical to obtaining the necessary right of way. Five of the six owners were primarily Spanish speakers; therefore, we ensured that our bilingual staff was available for inquiries and community outreach.

### SERVICES

- Project Management
- Appraisal
- Review Appraisal
- Acquisition
- Right of Way Engineering



*On Schedule*



*Within Budget*



## VALLEY BOULEVARD AND SANTA ANITA AVENUE PROJECT | CITY OF EL MONTE

### PROJECT DESCRIPTION

CPSI provided project management, tenant acquisition and relocation services for five businesses located at the corner of Valley Boulevard and Santa Anita Avenue in El Monte, California. We were responsible for determining the potential eligibility for moving payments by reviewing eligibility criteria and case data, personally contacting displacees, presenting letters of possible entitlements, relocation brochures and explaining the options for payment of reasonable moving expenses, all within state regulations. The businesses included: El Monte Community Medical Center; El Monte Flower World; the Los Angeles County Office of Education; a tire shop; and "Clothes the Deal" clothing retail store. This project was anchored by a full-service grocery store with a focus on outdoor gathering and pedestrian connectivity and features generous patios, plazas and lush landscaping to encourage outdoor dining and community gathering on site. The project was also intended to generate a substantial net increase in sales tax to the City, as well as provide opportunities for hundreds of new jobs.



### SERVICES

- Project Management
- Tenant Acquisition
- Business Relocation



*On Schedule*



*Within Budget*

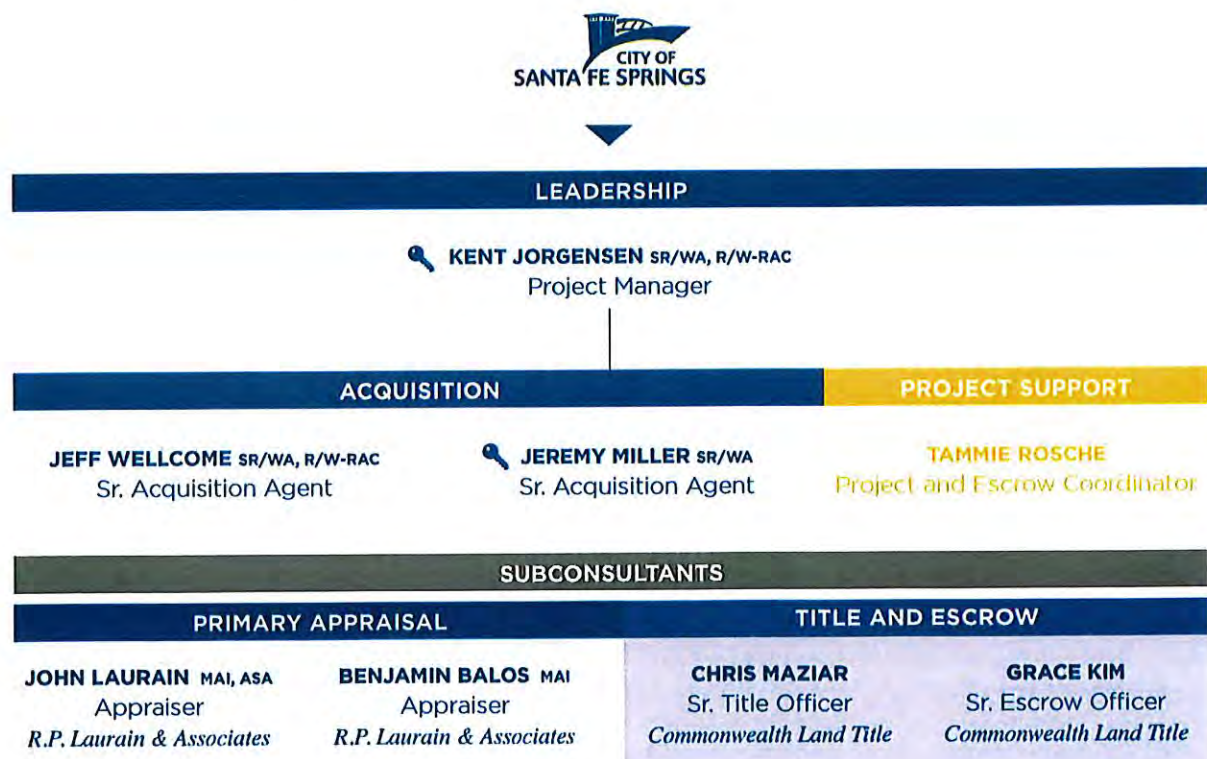



## C. PROPOSED STAFFING AND PROJECT ORGANIZATION

### PROJECT TEAM

We understand that, ultimately, the success and timely completion of the City's projects depend on the selection of a right of way team with: knowledge of the project area; demonstrated and documented experience on similar projects; unsurpassed technical expertise; unparalleled understanding of implementing practical solutions; and an immaculate record of performance. CPSI's proposed team was selected based on their professional abilities, negotiation capabilities and documented delivery of assignments as directed. Our project managers and agents are some of the most talented in the right of way field and have extensive knowledge and experience in providing and directing a range of right of way services for public infrastructure and street improvement projects in accordance with all statutory and regulatory requirements, including, but not limited to: the California Code of Civil Procedure; Title 25 California Code of Regulations; and the Uniform Act (as applicable).

The organization chart below identifies the name and role of each staff member, including subconsultants, who will be working with the City. Further, we have provided a table outlining the relevant experience and roles of CPSI's personnel on **page 10**. Resumes for key personnel are provided on **pages 11 to 12**. Resumes for staff and subconsultants are provided in the **Appendix** starting on **page 26**. *Please note that key personnel will be available to the extent proposed for the duration of the contract. No person designated as key shall be removed or replaced without prior written concurrence of the City.*



 Key Personnel



## PROJECT STAFF EDUCATION, EXPERIENCE AND PROFESSIONAL CREDENTIALS

STAFF	EDUCATION AND CREDENTIALS	RELEVANT PROJECT EXPERIENCE
<b>KENT JORGENSEN</b> SR/WA, R/W-RAC <i>Project Manager</i> 29 years of experience	<ul style="list-style-type: none"> <li>• Bachelors Degree, Economics, University of Nebraska, Lincoln</li> <li>• CalBRE Broker #01174480</li> <li>• Relocation Assistance Certified, IRWA Relocation Specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Euclid Street and Westminster Avenue Intersection Improvement Project / City of Garden Grove</li> <li>• Valley Boulevard/Santa Anita Avenue Project / City of El Monte</li> <li>• SR-57/Lambert Road Interchange Project / City of Brea</li> <li>• Pennsylvania Avenue Widening Projects / City of Beaumont</li> <li>• South Side of La Palma Avenue Project / City of Anaheim</li> <li>• Philadelphia/Cypress Widening / City of Ontario</li> </ul>
<b>JEREMY MILLER</b> SR/WA <i>Sr. Acquisition Agent</i> 15 years of experience	<ul style="list-style-type: none"> <li>• Bachelor's Degree, Real Estate, Ashford University</li> <li>• IRWA Disciplinary Courses</li> <li>• CalBRE Broker #01389765</li> <li>• Professional Certificate, Project Management, University of California, Irvine (<i>pending</i>)</li> </ul>	<ul style="list-style-type: none"> <li>• Euclid Street and Westminster Avenue Intersection Improvement Project / City of Garden Grove</li> <li>• Baldwin Avenue Grade Separation Project / City of El Monte</li> <li>• Brea Canyon Grade Separation Project / City of Diamond Bar</li> <li>• Bundy Canyon Road Widening / City of Wildomar</li> <li>• Pennsylvania Avenue Widening Projects / City of Beaumont</li> </ul>
<b>JEFF WELLCOME</b> SR/WA, R/W-RAC <i>Sr. Acquisition Agent</i> 16 years of experience	<ul style="list-style-type: none"> <li>• IRWA Disciplinary Courses (14)</li> <li>• CalBRE Salesperson #01313731</li> <li>• Notary Public, California</li> <li>• Signing Agent Certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Euclid Street and Westminster Avenue Intersection Improvement Project / City of Garden Grove</li> <li>• SR-57/Lambert Road Interchange Project / City of Brea</li> <li>• Pennsylvania Avenue Widening Projects / City of Beaumont</li> <li>• South Side of La Palma Avenue Project / City of Anaheim</li> <li>• Philadelphia/Cypress Widening / City of Ontario</li> </ul>
<b>TAMMIE ROSCHE</b> <i>Project and Escrow Coordinator</i> 5 years of experience	<ul style="list-style-type: none"> <li>• IT University</li> <li>• Robust IT Coursework</li> <li>• University of New York Direct Learning Ltd.</li> <li>• Notary Public, California #2133709</li> <li>• Certificate, Microsoft Excel</li> </ul>	<ul style="list-style-type: none"> <li>• Tenant Relocation Assistant Program / Housing and Community Investment Department Los Angeles</li> <li>• Bundy Canyon Road Widening Project / City of Wildomar</li> <li>• SR-132 West Freeway/ Expressway Project / City of Modesto</li> </ul>



## KEY PERSONNEL RESUMES

### KENT JORGENSEN SR/WA, R/W-RAC / PROJECT MANAGER



*29 Years of  
Right of Way  
Experience*

Kent Jorgensen brings more than 28 years of experience in project management and business development in the right of way and real estate industries. He has managed and executed nearly 5,000 acquisition, relocation and property management cases and written more than 250 acquisition, relocation and property management policies and procedures for federal, state, and local agencies. Kent is an experienced real estate broker and an expert in dealing with negotiating equity positions and short shales. Drawing on his knowledge and tenure in the professional real estate and right of way industries, he is extremely successful at completing projects on time and within budget.

EDUCATION, LICENSES AND CERTIFICATIONS	PROFESSIONAL AFFILIATIONS
Bachelor's Degree, Agricultural Economics, University of Nebraska, Lincoln	Member, International Right of Way Association (IRWA)
CalBRE Broker License, No. 01174480	Member, American Public Works Association
SR/WA, R/W-RAC Certifications	IRWA Disciplinary Courses

## PROJECT EXPERIENCE

**Euclid Street/Westminster Avenue Intersection Improvement Project | City of Garden Grove**  
CPSI is providing right of way services for four parcels located at the intersection of Euclid Street and Westminster Avenue. As the project manager, Kent is overseeing all project team members and ensuring that right of way is delivered on schedule and within budget. Services include: title, Phase I and II Environmental Site Assessments (ESAs), appraisal, acquisition and the relocation of one sign. The City of Garden Grove does not use eminent domain to acquire private property for public uses; therefore, all partial acquisitions and right of entries are being obtained voluntarily.

**South Side of La Palma Avenue Project | City of Anaheim**  
The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project, which involved Caltrans oversight. Kent led the provision of comprehensive right of way services; his specific responsibilities included overseeing title, appraisal, review appraisal, acquisition, relocation and Right of Way Certification services for the required 23-foot partial acquisitions, right of way agreements and five-foot temporary construction easements.

**Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario**  
Kent managed this project, which was funded using federal Highway Safety Improvement Program funds and involved Caltrans oversight and Right of Way Certification. He oversaw the provision of title, right of way engineering, appraisal and acquisition services for five partial acquisitions and six temporary construction easements required for the successful completion of this project.

**Valley Boulevard and Santa Anita Avenue Project | City of El Monte**  
CPSI provided project management, tenant acquisition and relocation services for five businesses located at the corner of Valley Boulevard and Santa Anita Avenue in El Monte, California. As project manager, Kent led the right of way team responsible for determining the potential eligibility for moving payments, personally contacting displacees, presenting letters of possible entitlements, relocation brochures and explaining the options for payment of reasonable moving expenses. The businesses included a community medical center, a flower shop, the Los Angeles County Office of Education, a tire shop and a clothing retail store.



**JEREMY MILLER SR/WA / SR. ACQUISITION AGENT**



*15 Years of  
Right of Way  
Experience*

Jeremy Miller has a combination of 15 years of real estate industry experience in both the private and public sectors, which includes property acquisition, land acquisition and development, project entitlements and forward planning, property management and land brokerage. Jeremy has been involved in real estate transactions ranging from property acquisition to development and disposition. His experience in the public sector consists of project management and right of way services for transportation, oil and pipeline projects, focusing on property acquisition, management, appraisal coordination, demolition oversight and property disposition. Jeremy's six years of experience in the residential homebuilding industry encompassed land acquisition and obtaining property rights and entitlements for the subdivision and development of land for residential homes, and disposition of land for new development projects.

**EDUCATION, LICENSES AND CERTIFICATIONS**

Bachelor's Degree, Real Estate, Ashford University  
CalBRE Broker License, No. 01389765  
Professional Certificate, Project Management (*pending*)  
SR/WA Certification

**PROFESSIONAL AFFILIATIONS**

Member, IRWA  
IRWA Disciplinary Courses

**PROJECT EXPERIENCE**

**Euclid Street/Westminster Avenue Intersection Improvement Project | City of Garden Grove**

As a part of the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highway network and funded by OCTA's Measure M2 Comprehensive Transportation Funding Program (CTFP), the Euclid Street and Westminster Avenue Intersection Improvement Project will relieve congestion by adding two 12-foot-wide right-turn lanes. Jeremy is providing acquisition services and right of way support by presenting offer packages, conducting negotiations, collaborating with property owners, the City and relevant stakeholders, and maintaining the parcel diaries, as needed.

**Gateway to America Project | Alameda Corridor-East Construction Authority (ACE)**

This project involves the construction of grade separations at 19 railroad crossing locations throughout the San Gabriel Valley. Jeremy managed the following grade separation projects. Overall, his responsibilities included all tasks associated with right of way acquisition, relocation, property management and property demolition.

**Baldwin Avenue Grade Separation Project | City of El Monte**

Jeremy oversaw and completed acquisitions of six commercial properties and 10 residential properties pursuant to Caltrans right of way guidelines. He managed 28 properties, executed new lease agreements, collected rents, managed utilities and expenses, and preserved the property. Jeremy also coordinated and worked directly with client for the contracting and oversight of all on-site demolition and property clearance activities, including encroachment removals. He oversaw the preparation and completion of the Caltrans Right of Way Certification required for the construction of the project.

**Fullerton Road Grade Separation Project (City of Industry)**

Jeremy oversaw and completed the full acquisition of one commercial property and permanent easements for six commercial properties. He also provided demolition oversight for the removal of two commercial properties and conducted regularly scheduled client meetings to discuss project updates and tasks.



## **D. CONSULTANTS AND/OR SUBCONSULTANTS**

### **1 R.P. LAURAIN & ASSOCIATES**

#### ***Primary Appraisal***

R. P. Laurain & Associates (Laurain & Associates) was established in 1969 for the purpose of providing professional real estate appraisal services. Ronald P. Laurain, SRPA, ASA, SR/WA and John P. Laurain, MAI, ASA, both of whom are Certified General Appraisers in the State of California, are the principal appraisers for the firm. R.P. Laurain & Associates has performed a number of appraisals for several municipalities across southern California, including, but not limited to: City of Santa Fe Springs, Los Angeles METRO, City of Ontario, City of Upland, City of Covina, City of Riverside.

#### **R.P. LAURAIN & ASSOCIATES**

##### **CONTACT**

3353 Linden Ave., Ste. 200  
Long Beach, CA 90807  
(562) 426-0477

##### **KEY PERSONNEL**

John P. Laurain, MAI, ASA  
Benjamin V. Balos, MAI

Specifically, **Laurain & Associates has been providing on-call appraisal services for the City of Santa Fe Springs for more than 20 years.** Properties appraised for the City have included numerous vacant commercial and industrial land parcels, remnant land parcels, sites utilized for oil production use and various improved properties. In addition to appraisals performed directly for the City of Santa Fe Springs, both primary appraisers John P. Laurain, MAI, ASA, and Benjamin V. Balos, MAI, have performed numerous appraisals for various right of way projects in and around Santa Fe Springs. These appraisals have included full acquisitions, partial fee acquisitions, permanent road, highway and sidewalk easements, drainage easements, maintenance easements, subsurface footing easements, aerial easements, access easements, utility easements, and temporary construction easements.

*Resumes for John P. Laurain, MAI, ASA, and Benjamin V. Balos, MAI, are provided in the Appendix of this proposal.*

#### **ROLE AND RESPONSIBILITIES**

R.P. Laurain & Associates will provide primary appraisal services in accordance with the Uniform Standards for Professional Appraisal Practice (USPAP) and all City laws, statutes, regulations, policies, procedures and standards.

#### **REPORTING RELATIONSHIP**

R.P. Laurain & Associates will serve as a subconsultant to CPSI and report directly to CPSI's Project Manager Kent Jorgensen.

#### **REFERENCES**

**Al Fuentes, Project Manager**  
City of Santa Fe Springs  
(562) 868-0511  
alfuentes@santafesprings.org

**Howard Gong, Civil Engineer**  
County of Los Angeles Department of Public Works  
(626) 458-7008  
hgong@dpw.lacounty.gov

**Michael Daniels, MAI, Project Manager, Real Estate Department**  
Los Angeles Metropolitan Transportation Authority  
(213) 922-3584  
danielsm@metro.net



## 2 COMMONWEALTH LAND TITLE COMPANY

### *Title and Escrow*

Commonwealth Land Title Company's comprehensive line of diverse and technically progressive title and escrow products are designed to contribute to the success of industry professionals. Whether the project encompasses partial and full acquisitions of a few properties or a few hundred properties, they can provide excellent service while accomplishing projects within strict timelines.

*Resumes for Chris Maziar, Senior Title Officer, and Grace Kim, Senior Escrow Officer, are provided in the Appendix of this proposal.*

#### COMMONWEALTH LAND TITLE

##### CONTACT

4100 Newport Dr., Ste. 120  
Newport Beach, CA 92660  
(714) 749-0036

##### KEY PERSONNEL

Chris Maziar (Title)  
Grace Kim (Escrow)

### ROLE AND RESPONSIBILITIES

Commonwealth will provide title and escrow services to the City, as necessary for the acquisition of real property. Their services will include, but not be limited to: obtaining preliminary title reports, litigation guarantees (as necessary), title policies, title and document searches, document preparation, closing cost estimates, escrow instructions and other documents.

### REPORTING RELATIONSHIP

Commonwealth Land Title Company will serve as a subconsultant to CPSI and report directly to CPSI's Project Manager Kent Jorgensen.

### REFERENCES

**Pete McMorris, Principal Right of Way Agent**  
San Diego Gas and Electric  
(858) 637-7987  
pmmorris@semprautilities.com

**Bill Mock, Sr. Real Property Agent**  
Orange County Transportation Authority  
(714) 560-5737  
wmock@octa.net

**Carlos Marquez, Real Estate and Project Manager**  
City of Huntington Beach  
(714) 536-5544  
carlos.marquez@surfcity-hb.org



## E. WORK APPROACH

### STATEMENT OF UNDERSTANDING

CPSI understands that the City of Santa Fe Springs requires project management, title, appraisal, and acquisition for two separate Valley View Avenue intersection improvement projects. We anticipate that the Alondra Boulevard/Valley View Avenue intersection project will **impact three privately owned parcels and require temporary construction easements**. Further, the Rosecrans Avenue/Valley View Avenue intersection project **will impact two privately owned parcels and require temporary construction easements**. Because some of these impacts will affect access to businesses, require the removal of large trees, and the relocation of improvements, CPSI's proposed approach implements strategic steps to minimize costs and maximize efficiency throughout the delivery of right of way services. We have provided the anticipated breakdown of the right of way required for each project in the following tables:

### ACQUISITIONS FOR EACH PROJECT

ALONDRA BOULEVARD AND VALLEY VIEW AVENUE INTERSECTION PROJECT					
APN	ADDRESS	OWNER	PROPERTY SIZE	ACQUISITION AREA (SF)	TCE AREA* (SF)
7001-013-126	15910 Valley View Ave.	Bprep 15910	8.6	4,138	4,200
7001-013-127	La Mirada, CA	Valley View LLC	acres		
7001-012-043	15905 Valley View Ave.	Elm Properties	15,835	25 to 50	750
	Santa Fe Springs, CA	Group	SF	(ADA req.)	
7001-012-039	14120 Alondra Blvd.	Link Alondra	2.75	2,600	2,000 to
	Santa Fe Springs, CA	Center LLC	acres	(approx.)	2,700

\* CPSI anticipates that the temporary construction easements (TCEs) will be used to blend grade and make adjustments to the existing improvements, as necessary, to accommodate the remainder property.

ROSECRANS AVENUE AND VALLEY VIEW AVENUE INTERSECTION PROJECT					
APN	ADDRESS	OWNER	PROPERTY SIZE	ACQUISITION AREA (SF)	TCE AREA* (SF)
8061-017-013	14207 Rosecrans Ave.	Transcendent	16,257	59	100 to
8061-017-001	La Mirada, CA	Properties LLC	SF		250
8069-006-004	14156 Rosecrans Ave.	Tabello Bros Inc.	16,712	230	200 to
	Santa Fe Springs, CA		SF		350

\* CPSI anticipates that the temporary construction easements (TCEs) will be used to blend grade and make adjustments to the existing improvements, as necessary, to accommodate the remainder property.



## ACCOMPLISHING THE OBJECTIVES OF THE SCOPE OF SERVICES

CPSI will provide the right of way appraisal and acquisition services required for the successful completion of these projects. We have already completed a substantial amount of research and thoroughly evaluated the projects to determine our specific approach, challenges, solutions and key considerations. Our examination included, but was not limited to: **a parcel-by-parcel analysis; a physical sight inspection; verification of assessor information and existing City right of way parameters and encumbrances impacting right of way acquisition areas; and a thorough review of the City of Santa Fe Springs' and City of La Mirada's municipal code ordinances.**

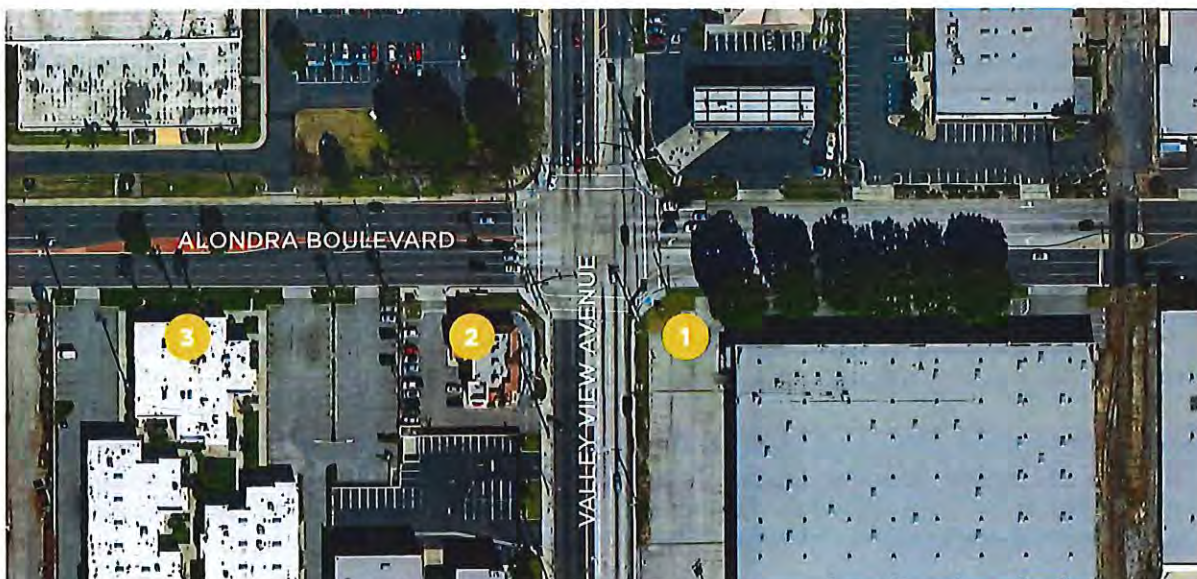
We recognize that these right of way acquisition assignments are relatively straight-forward; however, based on our experience with successfully completing similar projects, it is important to note potential issues in advance that may delay the projects if not handled appropriately. Therefore, we have identified the following key points for consideration:

- Complete temporary construction easements that minimize the negative impacts to the business and contain specific and detailed language for the contractor to follow during the construction process.
- Obtain concurrence from the City, before the appraisals are completed, to treat any monument sign as a personal property move. This will enable the re-establishment of the signage in accordance with City sign policy and avoid exposure to severance damages or loss of business goodwill claims.

Our detailed considerations and recommendations for the delivery of each project are outlined on the following pages. Additionally, our scope of services is provided on **pages 22 to 24.**

## PROJECT ANALYSIS

### ALONDRA BOULEVARD AND VALLEY VIEW AVENUE INTERSECTION IMPROVEMENTS



The goal of the Alondra Boulevard/Valley View Avenue Intersection Improvement Project is to: provide a right through lane, two through lanes and dual left turn lanes for both the eastbound and westbound directions of Alondra Boulevard. The improvements will also widen the south side of Alondra Boulevard and reconstruct the raised median in the intersection. **Our parcel-by-parcel analysis outlining specific considerations for this project is provided on the following pages.**



## Parcel Analysis

### 1 15910 VALLEY VIEW AVENUE, LA MIRADA, CALIFORNIA

This warehouse requires an eight-foot-wide partial acquisition and ten-foot temporary construction easement. We anticipate no permanent parking impacts to the 34 parking spaces along Alondra Boulevard. **However, our team anticipates the need to move back the four tire stops nearest to the corner of the intersection. We also recognize that this property sold one year ago for \$21,525,000 and most of the industrial space is for lease by CBRE.** Depending on its occupied/leased



status at the time of construction, we recommend carefully crafting the language in the temporary construction easement (TCE) to ensure that it will not impede the owner's ability to lease space or, if applicable, impede a new tenant's ability to conduct business.

We consider this property to be a larger parcel combining APNs 7001-013-126 and 7001-013-127 for a total existing lot size of 8.85 acres. **Although the property is encumbered with a \$326,000 loan, due to the owner's substantial equity position** the application process to obtain a partial release on the acquisition area should be fairly easy to obtain.

Based on our research, the central issues regarding the appraisal and acquisition of this property are how we negotiate the value for **six large trees impacted by the project** and the language utilized in the TCE document. Specifically, we recognize the contributory value of these trees is typically much less than the intrinsic value perceived by the property owner. This factor commonly leads to an acquisition moving toward the use of the eminent domain. **Fortunately, CPSI is very experienced with addressing these situations and has a 100% success rate with resolving these types of monetary issues.** Our acquisition team will also engage the leasing firm, assumed to be CBRE, and/or a tenant to negotiate a reasonable TCE that considers the needs of the construction contractor while recognizing the impacts to an existing or prospective tenant.



*Four tire stops must be moved back to accommodate the acquisition and TCE.*



*Six large trees along Alondra Boulevard require removal for the partial acquisition.*



*This property was sold in 2017 for more than \$21.5 million and is now available for lease.*



## 2 15905 VALLEY VIEW AVENUE, SANTA FE SPRINGS, CALIFORNIA

Our research has confirmed that the City has most of the right of way necessary for the widening except for a small area needed for the sidewalk, ADA ramp and the temporary area necessary for construction. In our opinion, outreach efforts with the property owner and the three tenants will result in a much smoother and seamless acquisition process. It will be essential to have the owner and tenants engaged with developing a realistic and manageable TCE that allows for construction yet outlines steps to ensure adequate property ingress and egress during construction. Both of CPSI's senior acquisition agents assigned to this project are experienced with addressing similar issues and negotiating terms in the Purchase and Sale Agreement to effectively complete the escrow process.



*We have verified that the City already has most of the right of way necessary on this parcel.*



*Property owner and tenant engagement will be essential to the success of this project.*



*The TCE must be written to allow for construction while ensuring adequate property access.*

## 3 14120 ALONDRA BOULEVARD, SANTA FE SPRINGS, CALIFORNIA

The acquisition of approximately 2,600 square feet is generally within the existing greenbelt area along the north side of this nearly three-acre parcel. Issues to consider include how to write the scope of work for the appraisal assignment and what mitigation measures CPSI recommends including in the appraisal report to address obvious concerns that will arise from the owner and their tenant occupants. In our opinion, there are three main issues that will need to be addressed during the acquisition process:

1. Determine whether or not the monument sign should be acquired as part of the appraisal or if it makes more sense to treat the sign as personal property and process it under relocation assistance. Typically, providing relocation assistance to re-establish the signage is more effective when approaching a property owner. **This methodology will reduce the City's exposure to a severance damage dispute.**
2. After completing our discussion with the owner, as a courtesy, we will **obtain permission to engage the tenant, Café Deli Hut.** The purpose of this meeting will be to outline the project and explain the mitigation measures that will be implemented during the construction process. Engaging the tenant will ensure all concerns are addressed up front and help avoid any future conflicts during construction.



3. The TCE will require special attention to ensure that the appropriate language is included. By addressing this during the acquisition process, the contractor completing the intersection project will understand the restrictions necessary to **minimize any future damage claims and potential complaints to City management.**



*In our experience, relocation assistance to re-establishing signage is a highly effective approach.*



*Engaging tenants during the acquisition process will help avoid future conflicts during construction.*



*The appropriate TCE language will minimize future damage claims or potential complaints.*

## PROJECT ANALYSIS

### ROSECRANS AVENUE AND VALLEY VIEW AVENUE INTERSECTION IMPROVEMENTS





The purpose of the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project is to: provide a striped bicycle lane along Valley View Avenue, increase the left turn pocket capacity on the northbound side and add a second left turn lane and a striped through lane to the southbound side. These improvements to Valley View Avenue also include constructing a raised median on both sides of its intersection with Rosecrans Avenue. We understand that the curb radius returns will be increased in both directions along Rosecrans Avenue and a striped right turn lane will be added for both eastbound and westbound traffic. **Our parcel-by-parcel analysis outlining specific considerations for this project is provided in the following paragraphs.**

## Parcel Analysis

### 1 14156 ROSECRANS AVENUE, SANTA FE SPRINGS, CALIFORNIA

The 230-square-foot acquisition area will only impact the corner greenbelt. **Several palm trees will be impacted** and their contributory values included in the appraisal report. Although the 7-Eleven, a restaurant and pawn shop sign will not be impacted, **the TCE should include language to protect the sign in-place** during the construction process. To accommodate the owner, CPSI will reach out to each tenant-occupant and present information about the project, the construction schedule and mitigation measures implemented by the City to reduce issues with property ingress and egress.



*The acquisition only impacts the corner greenbelt.*



*The contributory value of several palm trees will be included in the appraisal.*



*The TCE will include the appropriate language to protect the sign in-place.*

### 2 14207 ROSECRANS AVENUE, LA MIRADA, CALIFORNIA

The 59-square-foot right of way acquisition area is clearly of minimal impact to the property. The acquisition area is within the existing landscaping and does not impact the existing parking spaces. With land values ranging from \$50 to \$60 per square foot, we anticipate completing an in-house waiver valuation during the appraisal process. Specific language will be incorporated in any TCE area to minimize parking impacts. We anticipate the valuation of just compensation ranging between \$3,000 and \$4,500. Further, we see no impact to the existing PepBoys Auto.





## **PROJECT MANAGEMENT**

CPSI offers exceptional project management services to ensure the successful implementation and completion of road improvement projects. Our clients are assigned an experienced project manager to provide a thorough and coordinated effort during the planning phase, the implementation of specific activities, project completion and necessary certifications. These services include: directing, monitoring and overseeing the delivery of services performed by CPSI and subconsultants; reviewing and approving subconsultant invoices and supporting documentation to ensure all work is performed as prescribed; representing the agency at public meetings, hearings and litigation matters; preparing tracking reports to monitor the completion of project milestones and individual case progress; and implementing and maintaining a quality control program to ensure that the work performed meets the requirements established by the client.

Our approach to the Alondra Boulevard/Valley View Avenue and Rosecrans Avenue/Valley View Avenue intersection improvement projects is to serve as more than just your consultant. Throughout our working relationship, we consider ourselves to be a part of your team, equally invested in your goals and objectives and working collaboratively with your staff and stakeholders on a daily basis. Further, CPSI understands that early project planning, identifying project tasks and deliverables, implementing a quality control system, exceptional project performance, and a sequential outline and understanding of the scope of work are critical to project success.

### **EARLY PROJECT PLANNING AND KICK-OFF MEETINGS**

At the beginning of any assignment, our project manager and key right of way staff will meet with the City to determine project requirements and identify objectives and reporting requirements. Emphasis will be placed on reviewing the project requirements, discussing assigned tasks and deliverables and identifying critical path and schedule milestones. During the meeting, we will also discuss the City's requirements regarding day-to-day coordination with your staff and other relevant consultants. Discussions will include progress reporting, deliverables, document preparation and file format.

### **SCHEDULE CONTROL**

CPSI's professionals understand the intricacies of right of way appraisal and acquisition and the certain conditions that may have an impact on parcel delivery. Our Project Manager Kent Jorgensen has already researched the properties and project requirements and prepared detailed MS Project schedules for each project. During the kick-off meeting, he will present the initial schedule outlining specific tasks, including start and end dates, as a review and welcome input from the City and any recommendations to improve project delivery. The MS Project Schedule will be modified and updated after gaining information during the project kick-off meeting. Kent will continue to work with the City to monitor milestone progress and make recommendations, as necessary, with the ultimate goal of keeping the project on schedule.

### **BUDGET CONTROL**

CPSI will maintain cost-tracking reports that identify budgeted or estimated costs versus actual costs in order to monitor individual work task orders and project budgets. A cost-tracking report will identify each item, (e.g., parcel estimated cost of acquisition versus parcel actual cost of acquisition). The ability to track these costs will enable us to keep the City regularly apprised of the overall project costs.



## QUALITY CONTROL

CPSI has a work ethic and a commitment to excellence that is translated to a high-quality work product and tremendous client satisfaction. All work is performed in accordance with applicable rules and regulations and in a high-quality and professional manner. As a checks-and-balance system, we have adopted a Quality Control Program for all project management and right of way activities. Under the direction of the Project Manager, all CPSI staff members have a working knowledge of our Quality Control Program. This knowledge is implemented into every action from project beginning to end. To ensure that this quality is being met, periodic quality/accuracy checks are made by CPSI's Project Manager, who is responsible for the overall quality of work. Any exceptions are discussed with the team and promptly corrected.

CPSI's quality commitment to the City guarantees that all services and deliverables will meet or exceed contract requirements and industry standards for quality and accuracy. We will utilize a management checklist for each individual file; the purpose of this checklist is to itemize and prioritize the action items necessary to complete the designated scope of work.

## SCOPE OF SERVICES

### PROJECT MANAGEMENT

1. **Meetings.** Attend meetings with the City, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project administrator.
2. **Status Reports.** Provide and maintain title, appraisal and acquisition database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants (appraisal and title, etc.).
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliance.
7. **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards, for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to Title 25 California Code of Regulations and the California Code of Civil Procedure.

**DELIVERABLES:** *Status reports and detailed timesheet tracking reports with level of progress comparison.*

### TITLE SERVICES

1. **Preliminary Title Reports.** Issue preliminary title reports (PTR) with supporting documents for the affected parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.



2. **PTR Review.** CPSI's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

**DELIVERABLES:** *Preliminary title reports and supporting documentation (as applicable).*

#### APPRAISAL

1. **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments and ensure clarification of scope of the project.
2. **Coordinate Meetings.** Hold meetings with the selected appraiser to review and discuss the project scope, requirements for the appraisal reports, the type of reports required and the required written notice of inspection to the owner.
3. **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
4. **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP).
5. **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. A summary report, in conformance with USPAP Standards Rule 2-2(b), will be prepared.
6. **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

**DELIVERABLES:** *Summary appraisal reports and summary of Just Compensation.*

#### WAIVER VALUATIONS

Based on our initial review of available data, CPSI may recommend completing a waiver valuation instead of a summary appraisal report for particular parcels if we anticipate that the fair market value will be below \$10,000. This approach will save the City time and money by forgoing a full appraisal.

#### ACQUISITION

1. **Review Plans.** Review project plans to become familiar with the project and its impact on various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all applicable state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.



5. **Administrative Settlement Recommendations.** Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
6. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. CPSI monitors escrows, reviews all escrow documents, requests funds from the City ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties as approved by City staff.
7. **City and Owner Liaison.** Provide liaison duties between the City and property owners.
8. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the permanent acquisition file.
9. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
10. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
11. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

**DELIVERABLES:** *Executed and recorded right of way documents (e.g., grant deed and easement) and closed acquisition file with all supporting documents (e.g., offer package, contact diaries, title information and appraisal information).*

#### RELOCATION OF PERSONALTY (MONUMENT SIGNAGE)

1. **Review Project Acquisition Impacts to Personality.** Review the proposed acquisition area to assess the full impacts, determine the personal property that may be impacted and what remainder space is available for relocation.
2. **Conduct Displacee Interviews.** Interview the occupant to advise them of the potential project impacts and the Personal Property Move Only benefits.
3. **Personal Property Moving Only Eligibility Notices.** Prepare and issue the Personal Property Moving Only Eligibility Notice to the occupant advising them of their potential options and benefits.
4. **Displacee Contact Documentation.** Thoroughly document all contacts with the displacee. Documentation includes thorough diaries, copies of all correspondence and data uploaded to the project database.
5. **Relocation Payment Packages.** Prepare claim forms, obtain signatures and submit relocation payment packages with all supporting documentation to the City for review and payment.
6. **Close Out Relocation Files.** Close the relocation file, certify funds disbursement, provide final status reports and deliver final relocation files to the City upon completion of the project.

**DELIVERABLES:** *Notices, cost estimates to relocate personalty (e.g. monument sign), claim forms and supporting documents.*



## F. CLIENT REFERENCES

As requested, we have identified three references, all California and government clients, that demonstrate CPSI's proven track record of successfully providing right of way acquisition services as described in the City's scope of work for this RFP.

### *City of Anaheim*

1

**Richard Garcia,  
Real Property Analyst**  
200 South Anaheim Blvd.  
Anaheim, CA 92805  
(714) 765-4433  
rgarcia@anaheim.net

### *City of Santa Clarita*

2

**Wayne Weber,  
Planning Manager**  
23920 Valencia Blvd.  
Santa Clarita, CA 91355  
(661) 255-4961  
wweber@santa-clarita.com

### *City of Ontario*

3

**Larry Tay, PE,  
Sr. Assoc. Civil Engineer**  
303 East "B" Street  
Ontario, CA 91764  
(909) 395-2109  
ltay@ontarioca.gov

## CLIENT TESTIMONIALS

**We at Mater Dei have been working with the outstanding people at CPSI since 2009. The entire team is resourceful and detailed in their ability to work through very complex property acquisition strategies. The CPSI folks are very attentive, approachable, interactive and engaging when working with Mater Dei staff.**

*– Patrick Murphy, President, Mater Dei High School*

**CPSI's professionals are experts in right of way, acquisition, relocation and negotiation. They consistently produce high-quality work and deliver task assignments on schedule and under budget. I would recommend them, without hesitation, to any agency requiring best-in-class right of way services.**

*– Tina Krause, Sr. Specialist Property Appraiser, State of California Board of Equalization*



## G. APPENDIX

### STAFF AND SUBCONSULTANT RESUMES

#### JEFF WELLCOME SR/WA, R/W-RAC / SR. ACQUISITION AGENT



*16 Years of  
Right of Way  
Experience*

Jeff Wellcome has more than 16 years of right of way acquisition and relocation experience coupled with an educational and working knowledge of the Uniform Act, Title 25 California Code of Regulations, California Code of Civil Procedure and Caltrans regulations. He is experienced in property negotiations on behalf of the private and public sectors to obtain many types of right of way, including easements, permits, leases, temporary work space agreements and land acquisitions. His expertise also extends to relocation, having managed projects consisting of single-family, multifamily and business moves. Jeff's other responsibilities include: preparation of right of way certifications per Caltrans guidelines; utility franchise right coordination and property management.

#### EDUCATION, LICENSES AND CERTIFICATIONS

Coursework, Long Beach City College  
CalBRE Salesperson License, No. 01313731  
Notary Public, California  
Signing Agent Certificate  
SR/WA, R/W-RAC Certifications

#### PROFESSIONAL AFFILIATIONS

Member, IRWA  
Member, California Association of Realtors  
IRWA Disciplinary Courses (16)

#### PROJECT EXPERIENCE

##### **South Side of La Palma Avenue Project | City of Anaheim**

The City required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue. As acquisition and relocation agent, Jeff's responsibilities included: preparing and presenting offer packages; reviewing title, design and parcel maps; making settlement recommendations; coordinating escrow; clearing title; and file close-out.

##### **Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario**

Jeff served as a senior acquisition and relocation agent for this project, which involved Caltrans oversight and Right of Way Certification. He coordinated the appraisals, title and right of way engineering services, and worked closely with CPSI's subconsultants to ensure that client expectations were met. He also built rapport with property owners to gain their trust and cooperation with the project. In addition, Jeff was responsible for completing negotiations for partial acquisitions and temporary construction easements.

##### **Euclid Street/Westminster Avenue Intersection Improvement Project | City of Garden Grove**

As a part of the OCTA Master Plan of Arterial Highway network, this project will relieve congestion by adding two 12-foot-wide right-turn lanes. Jeff is providing acquisition services, conducting right of way field work, presenting offer packages, conducting negotiations, collaborating with the appraisers, property owners, the City and relevant stakeholders, and maintaining the parcel diaries.

##### **Pennsylvania Avenue Improvement Projects | City of Beaumont**

Jeff is serving as a senior acquisition agent for these three separate projects. He is performing a range of right of way field work, collaborating directly with subconsultants, property owners and stakeholders, as needed. His responsibilities include: reviewing appraisal reports; presenting offer packages; conducting negotiations; reporting project milestones; building rapport with owners and documenting all communications in parcel diaries.



## **TAMMIE ROSCHE / PROJECT AND ESCROW COORDINATOR**

### *5 Years of Right of Way Experience*

Tammie Rosche has more than five years of experience in the professional real estate industry and has gained exposure in all aspects, including commercial and residential real estate. She is experienced in property negotiations, real estate transactions, coordinating escrows and property management. Tammie is adept at working with property owners and management and developing successful business relationships with clients. Her skill and ability to work with all types of clients and various levels of management are assets to our projects. Tammie's role as project and escrow coordinator has contributed to her expertise and knowledge of project disciplines, including disseminating project information, project management, and developing and maintaining project deliverables under the direction of the project director and project manager.

### **EDUCATION, LICENSES AND CERTIFICATIONS**

Microsoft Office and Quickbooks  
Certifications, IT University

California Notary Public, No. 2133709

### **PROFESSIONAL AFFILIATIONS**

Member, International Right of Way  
Association (IRWA)

## **PROJECT EXPERIENCE**

### **Bundy Canyon Road Widening Project | City of Wildomar**

This project will widen, realign and improve Bundy Canyon Road for approximately 2.25 miles between the I-15 and The Farm Road. CPSI was selected to provide title, appraisal, acquisition and relocation assistance services to ensure successful completion of this project. As the project coordinator, Tammie is responsible for researching all property details, pulling the latest grant deed and plat maps for all 61 parcels. She also maintains parcel folders and the internal database related to this project.

### **Tenant Relocation Assistant Program | Housing and Community Investment Department Los Angeles (HCIDLA)**

This program was created due to a record number of rental housing units being removed from the market due to demolitions, condominium conversions, removals pursuant to the Ellis Act, removal of units for owner occupancy and governmental agency orders. As a project coordinator, Tammie is working with tenants subject to no-fault evictions to provide housing and rental referrals for replacement properties. She also assembles all tenant packages, prepares all documents, and maintains and updates the database and document file for each displacee.

### **SR-132 West Freeway/Expressway Project | City of Modesto**

The SR-132 West Freeway/Expressway Project involves the construction of a new four-lane expressway along a route south of Kansas Avenue from Dakota Avenue to east of SR-99 in Modesto, California. CPSI was selected to provide comprehensive right of way services for approximately 52 parcels. As the coordinator, Tammie maintains parcel folders and the internal database related to this project. She also pulled property details, the latest grant deed and plat maps for all parcels.

### **California High-Speed Rail (CHSR) Project | CHSR Authority**

The CHSR Authority is building the first high-speed rail system in the nation. As a project and escrow coordinator, Tammie provided program management oversight and quarterly audit for right of way program management. Her responsibilities included: preparation of First Written Offer (FWO) and packages to homeowners; assignment of funds; tax collection notices; quality control packages; timesheet reconciliation; escrow document coordination; and database updates and monitoring. She also prepared and closed out hard copy parcel files for audit, notarized documents, tracked right of way tasks and prepared payment request packages.



**JOHN LAURAIN MAI, ASA / PRIMARY APPRAISER (R.P. Laurain & Associates)**

**30 Years of  
Appraisal  
Experience**

John Laurain conducts real estate appraisal and valuation consultation services for public purposes, including: eminent domain studies; street widening and grade separation (bridge) projects; public school and university expansion projects; relocation studies; housing and public loan programs; Navy housing; senior housing; public bond measures; leasing of publicly-owned properties; Quimby Act park fee studies; Fair Political Practices Commission analyses; budgetary studies; and transfers (exchanges) of properties between public agencies. He has also provided private real estate appraisal services for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies and other private uses.

**EDUCATION, LICENSES AND CERTIFICATIONS**

Coursework, Cypress Community College  
Certified General Appraiser, No. AG025754  
MAI, Designated Member of the Appraisal Institute  
ASA, Senior Member, American Society of Appraisers

**PROFESSIONAL AFFILIATIONS**

Member, Appraisal Institute  
Office of Real Estate Appraisers

**RELEVANT PROJECT EXPERIENCE**

R.P. Laurain and Associates provided appraisal services for the following acquisitions located in the general area of Santa Fe Springs:

- *City of Santa Fe Springs*: Appraisal for the potential sale of a remnant industrial land parcel.
- *City of Santa Fe Springs*: Appraisal of an industrial land parcel for a potential sale.
- *City of Santa Fe Springs*: Appraisal of a portion of railroad corridor for a subsurface easement.
- *City of Santa Fe Springs*: Appraisal of a former landfill for the rental value for a potential lease.
- *City of Lakewood*: Appraisal of an SCE transmission corridor for a subsurface sewer easement.
- *Southern California Edison (SCE)*: Appraisal of single-family residential properties for two private access road easements.
- *County of Orange*: Appraisal of the portion of a flood control channel for a subsurface easement in Buena Park.
- *Los Angeles Metropolitan Transportation Authority*: Appraisal for the full acquisition of five improved industrial properties as part of the Rosecrans/Marquardt Grade Separation Project.

**Additional Right of Way Projects**

John has appraised properties for the following right of way projects:

- *City of Anaheim*: Four review appraisals for the South Side of La Palma Avenue Project
- *City of Ontario*: Five review appraisals for partial acquisitions and temporary construction easements for the Philadelphia Street and Cypress Avenue Widening
- *Los Angeles World Airport*: 37 full acquisitions for the Manchester Square Project
- *County of Los Angeles*: 11 partial acquisitions for the Heller Circle Project
- *Southern California Edison*: More than 40 parcels for the Falcon Ridge Reliability Project
- *County of Los Angeles*: 66 partial acquisitions for the SR 126 Project at Castaic Junction



## BENJAMIN BALOS MAI / PRIMARY APPRAISER (R.P. Laurain & Associates)

**12 Years of Appraisal Experience** Benjamin Balos began his real estate appraisal career in March 2005 performing market research at R. P. Laurain & Associates, Inc. He received his California Certified General Appraisal license in January 2008 and his MAI designation from the Appraisal Institute in November 2015.

EDUCATION, LICENSES AND CERTIFICATIONS	PROFESSIONAL AFFILIATIONS
Real Estate Appraisal, Allied Business School	Member, Appraisal Institute
Real Estate Appraisal, Kaplan Professional School	Office of Real Estate Appraisers
Real Estate Appraisal, McKissock Professional Education	
Certified General Appraiser, No. AG040853	
MAI, Designated Member of the Appraisal Institute	

### RELEVANT PROJECT EXPERIENCE

R.P. Laurain and Associates provided appraisal services for the following acquisitions located in the general area of Santa Fe Springs:

- *City of Santa Fe Springs*: Appraisal for the potential sale of a remnant industrial land parcel.
- *City of Santa Fe Springs*: Appraisal of an industrial land parcel for a potential sale.
- *City of Santa Fe Springs*: Appraisal of a portion of railroad corridor for a subsurface easement.
- *City of Santa Fe Springs*: Appraisal of a former landfill for the rental value for a potential lease.
- *City of Lakewood*: Appraisal of an SCE transmission corridor for a subsurface sewer easement.
- *Los Angeles Metropolitan Transportation Authority*: Appraisal for the full acquisition of five improved industrial properties as part of the Rosecrans/Marquardt Grade Separation Project.

### Appraisal Services | Multiple Public Agencies

Benjamin has provided appraisal services for multiple agencies, including, but not limited to:

- |                        |                            |                            |
|------------------------|----------------------------|----------------------------|
| ● City of Azusa        | ● City of Hawaiian Gardens | ● City of Paramount        |
| ● City of Baldwin Park | ● City of Huntington Beach | ● City of Redondo Beach    |
| ● City of Bellflower   | ● City of Huntington Park  | ● City of Riverside        |
| ● City of Bell Gardens | ● City of Industry         | ● City of Rosemead         |
| ● City of Burbank      | ● City of Irwindale        | ● City of Santa Fe Springs |
| ● City of Chino Hills  | ● City of La Mirada        | ● City of Seal Beach       |
| ● City of Compton      | ● City of La Palma         | ● City of Signal Hill      |
| ● City of Corona       | ● City of Long Beach       | ● City of South El Monte   |
| ● City of Covina       | ● City of Los Angeles      | ● City of South Gate       |
| ● City of Cudahy       | ● City of Monrovia         | ● City of Temple City      |
| ● City of Cypress      | ● City of Monterey Park    | ● City of Upland           |
| ● City of Diamond Bar  | ● City of Norwalk          | ● City of West Hollywood   |
| ● City of Downey       | ● City of Ontario          | ● RCTC                     |



**CHRIS MAZIAR / SR. TITLE OFFICER** (*Commonwealth Land Title Company*)

**32 Years of  
Experience**

Chris Maziar is a Commercial Title Officer with 32 years of experience in the title industry. He works effectively with property owners, attorneys, lenders and right of way firms. Chris has an extensive background in commercial and industrial title searching and examining. He has overseen the completion of thousands of full and partial takes throughout the last ten years. Chris is skilled at using the Microsoft Office Suite. In addition, he has excellent communication, leadership and time management skills. As a title officer, he makes underwriting decisions and resolves challenges with items that may cloud title. Chris often foresees potential issues and presents ways in which to remedy them with little or no additional cost or time to the client.

**EDUCATION, LICENSES AND CERTIFICATIONS**

Coursework, Mt. San Antonio Community College  
 CLTA/ALTA Underwriting Guidelines and Procedures  
 Fraud, Forgery, Foreclosures, Bankruptcies Certificates

**PROFESSIONAL AFFILIATIONS**

Member, IRWA  
 California Land and Title Association

**GRACE KIM / SR. ESCROW OFFICER** (*Commonwealth Land Title Company*)

**23 Years of  
Experience**

Grace Kim has worked in the title and real estate industries for more than 23 years. She spent two years with a mortgage lender before transitioning to escrow. Grace worked for both independent and broker-owned escrow companies, handling a number of transaction types, including: large bulk sale, right of way, government acquisitions, bankruptcies and foreclosure sales. Prior to joining Commonwealth, Grace worked with Stewart Title of California for nine years as a Senior Commercial Escrow Officer. She has closed transactions as high as \$8 billion and projects more than 500 parcels.

**EDUCATION, LICENSES AND CERTIFICATIONS**

Bachelor's Degree, Economics, University of California, Irvine

**PROFESSIONAL AFFILIATIONS**

California Escrow Association

**RELEVANT PROJECT EXPERIENCE**

Chris and Grace have served as the Sr. Title Officer and Sr. Escrow Officer for the following projects, which included the issuance of preliminary title reports, litigation guarantees, a final CLTA or ALTA policy and the escrow closing of a partial or full acquisition.

PROJECT	CLIENT	SCALE
South Side of La Palma Avenue Improvements	City of Anaheim	4 parcels
Bastanchury Road Widening	City of Yorba Linda	7 parcels
Raymond Avenue Grade Separation	City of Fullerton	15 parcels
SR-210 Widening at 3rd Street and 5th Street	City of Highland	42 parcels
Vineyard Avenue Grade Separation	City of Ontario	10 parcels
Lakeview Avenue Grade Separation	OCTA	11 parcels



**EXHIBIT C**  
**FEE SCHEDULE**



## H. FEE PROPOSAL

### FEES TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE ALONDRA BOULEVARD/VALLEY VIEW AVENUE INTERSECTION IMPROVEMENT PROJECT AND ROSECRANS AVENUE/VALLEY VIEW AVENUE INTERSECTION IMPROVEMENT PROJECT

Our combined fee proposal is based on a **fee of \$45,000 for both projects**. We have included hourly rates and a breakdown of this fee below. Subcontractors will invoice on a flat-fee basis.

#### ALONDRA BOULEVARD/VALLEY VIEW AVENUE INTERSECTION IMPROVEMENT PROJECT

NAME	ROLE	HOURS	HOURLY RATE	TOTAL
Kent Jorgensen SR/WA, R/W-RAC	Project Manager	20	\$150	\$3,000
Jeremy Miller SR/WA	Sr. Acquisition Agent	90	\$105	\$9,450
Tammie Rosche	Project and Escrow Coordinator	30	\$75	\$2,250
Jeff Wellcome SR/WA, R/W-RAC	Personalty Move (Monument Sign)	20	\$105	\$2,100
ALONDRA/VALLEY VIEW CPSI LABOR COST				\$16,800

#### ROSECRANS/VALLEY VIEW AVENUE INTERSECTION IMPROVEMENT PROJECT

NAME	ROLE	HOURS	HOURLY RATE	TOTAL
Kent Jorgensen SR/WA, R/W-RAC	Project Manager	10	\$150	\$1,500
Jeremy Miller SR/WA	Sr. Acquisition Agent	59	\$105	\$6,195
Tammie Rosche	Project and Escrow Coordinator	10	\$75	\$750
ROSECRANS/VALLEY VIEW CPSI LABOR COST				\$8,445

#### OTHER DIRECT COSTS (ODCs)

Mileage (based on \$0.545/mile)*	\$235
Postage	\$70
ODCs TOTAL	\$305

#### SUBCONSULTANTS

Commonwealth Land Title Company	Title reports (5 reports at \$750 each)	\$3,750
R.P. Laurain & Associates	Appraisal (4 reports at \$3,800 each)	\$15,200
Waiver Valuations (CPSI In-House)	One waiver valuation	\$500
SUBCONSULTANT TOTAL		\$19,450
TOTAL CPSI COST		\$45,000

*\*Or current IRS equivalent*

*CPSI assumes that the City will provide legal descriptions and plat maps.*

#### TERMS OF PAYMENT

Net 30 days. Invoices will be submitted monthly. All rates are effective as of January 1, 2018.

CPSI's reimbursable costs only concern mileage (billed at the current IRS rate) and actual postage (e.g., certified mail). Other costs, including title and appraisal, are pass-through with no mark-up and billed as the work is completed.



**CITY OF SANTA FE SPRINGS**  
**I-605 ARTERIAL INTERSECTIONS RIGHT-OF-WAY ACQUISITION SERVICES**  
**PROPOSAL EVALUATION SUMMARY**

CRITERIA	CPSI			EPIC LAND SOLUTIONS		
	Rater #1	Rater #2	Rater #3	Rater #1	Rater #2	Rater #3
Qualifications of Consultant	13	12	13	12	13	12
Consultant's Staffing	18	17	17	16	16	15
Key Personnel	18	18	17	16	17	16
Project Understanding/ Approach	18	19	19	16	17	16
Past Experience/ References	9	7	9	8	9	8
Pricing	13	13	13	10	10	10
<b>Total Score:</b>	<b>89</b>	<b>86</b>	<b>88</b>	<b>78</b>	<b>82</b>	<b>77</b>
<b>Average Score:</b>	<b>87.7</b>			<b>79.0</b>		

CRITERIA	OVERLAND, PACIFIC, CUTLER			PARAGON PARTNERS		
	Rater #1	Rater #2	Rater #3	Rater #1	Rater #2	Rater #3
Qualifications of Consultant	13	13	14	13	13	12
Consultant's Staffing	17	14	17	17	17	16
Key Personnel	17	16	17	17	18	16
Project Understanding/ Approach	18	17	19	18	19	18
Past Experience/ References	8	7	9	8	8	8
Pricing	12	11	12	14	14	14
<b>Total Score:</b>	<b>85</b>	<b>78</b>	<b>88</b>	<b>87</b>	<b>89</b>	<b>84</b>
<b>Average Score:</b>	<b>83.7</b>			<b>86.7</b>		





# *City of Santa Fe Springs*

*Adjourned City Council Meeting*

*April 24, 2018*

## **PUBLIC HEARING**

### Zoning Text Amendment – Billboards within the Freeway Overlay Zone

Ordinance No. 1092: An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.383, 155.384, and 155.398 to Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code relating to Billboards within the Freeway Overlay Zone. (City of Santa Fe Springs).

## **RECOMMENDATIONS:**

That the City Council take the following action:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1092 and, thereafter, continue to the matter to the next regularly scheduled council meeting on May 10, 2018.

## **BACKGROUND**

At its meeting of April 9, 2018, the City Planning Commission conducted a Public Hearing on a Zoning Text Amendment to amend Sections 155.383, 155.384, and 155.398 to Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code. One person appeared at the Public Hearing to offer an opinion on the proposed amendments. The individual spoke in opposition to the proposed restrictions related to static billboards and billboards greater than 200 feet from the centerline of the freeway. After considering the facts contained in the staff report, a presentation provided by staff, and public comment received at the hearing, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Billboards within the Freeway Overlay Zone (Ordinance No. 1092).

Attached for the City Council review are the following:

1. Resolution No. 76-2018, memorializing the action taken by the City Planning Commission to recommend that the City Council approve the proposed Zoning Text Amendment relating to wireless telecommunications facilities; and
2. Proposed Ordinance No. 1092 – Billboards within the Freeway Overlay Zone.

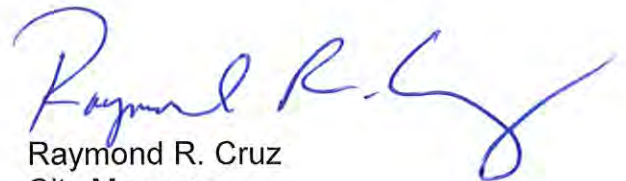
Legal notice of the Public Hearing for the subject Zone Text Amendment was published in the Whittier Daily News on April 12, 2018. Staff is, however, requesting that this matter be continued to the next regularly scheduled council meeting on May 10, 2018 to provide staff with additional time to discuss the potential conflicts surrounding the current limitations on advertising for cannabis products, adult-type land uses and billboards not being located greater than 200 feet from the centerline of the freeway.



**LEGAL NOTICE OF PUBLIC HEARING**

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

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on April 12, 2018, and published in a newspaper of general circulation (Whittier Daily News) on April 12, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.



Raymond R. Cruz  
City Manager

**Attachments:**

1. Resolution No. 76-2018
2. Ordinance No. 1092 – Billboards within the Freeway Overlay Zone



**CITY OF SANTA FE SPRINGS**

**RESOLUTION NO. 76-2018**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE TO AMEND SECTIONS 155.383, 155.384, AND 155.398 OF TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO BILLBOARDS WITHIN THE FREEWAY OVERLAY ZONE.**

**WHEREAS**, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of amending Sections 155.383, 155.384, and 155.398 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code regarding billboards within the Freeway Overlay Zone (FOZ); and

**WHEREAS**, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption of these amendments to the text of the City's Zoning Regulations; and

**WHEREAS**, notice of the Public Hearing was given as required by law; and

**WHEREAS**, the Planning Commission held a Public Hearing on April 9, 2018 in regard to the proposed amendments to the text of the City's Zoning Regulations, and

**NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

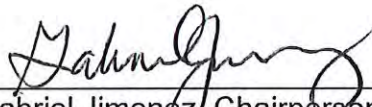
**SECTION I.** The Planning Commission finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the City's Zoning Regulations.
2. That the Planning Commission find that pursuant to Section 15061 (b)(3) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Regulations is exempt from CEQA as a general rule.
3. That the Planning Commission finds that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.



4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 1092, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

**PASSED and ADOPTED** this 9<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Gabriel Jimenez, Chairperson

ATTEST:

  
\_\_\_\_\_  
Teresa Cavallo, Planning Secretary



**CITY OF SANTA FE SPRINGS**

**ORDINANCE NO. 1092**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTIONS 155.383, 155.384, AND 155.398 OF TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO BILLBOARDS WITHIN THE FREEWAY OVERLAY ZONE.**

**WHEREAS**, the City wishes to update the existing regulations set forth in the Municipal Code relating to billboards within the Freeway Overlay Zone; and

**WHEREAS**, the Planning Commission held a public hearing on April 9, 2018, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the proposed amendments to Sections 155.383, 155.384, and 155.398 of Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code; and

**WHEREAS**, pursuant to Resolution No. 76-2018, the Planning Commission, at their meeting on April 9, 2018, recommended approval and adoption of Ordinance No. 1092 to effectuate the proposed amendments to the text of the City's Zoning Regulations; and

**WHEREAS**, the Planning Commission found and determined that the subject Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061 (b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it can be seen with certainty that there is no possibility that the adoption of the subject Ordinance, in and of itself, will have a significant effect on the environment; and

**WHEREAS**, the City Council gave due and careful consideration to the matter.

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

**Section 1.** Section 155.383 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to provide a change to the existing definition for Billboard, Electronic and to add thereto a new definition for Billboard, Static so that said definitions read as follows; with all other definitions in said section to remain unchanged:

**§ 155.383 DEFINITIONS.**

**BILLBOARD, ELECTRONIC.** A billboard, utilizing digital message technology , capable of changing the static message or copy on the sign



electronically, such that, the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements and can be changed or altered electronically. This includes billboards with displays that have to be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as digital billboards or LED billboards.

**BILLBOARD, STATIC.** A billboard that does not utilize digital message technology and instead uses "static" print/or pictures, for the advertisement of a business, commodity, service, thing, message, or entertainment conducted, sold, or offered elsewhere than upon the lot on which that sign is located.

**Section 2.** Section 155.384 (A) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended so that said section reads as follows:

§ 155.384 BILLBOARDS.

(A) *Use regulations.* Billboards shall be allowed in the FOZ not more than two hundred (200) feet from the centerline of the freeway and only after a valid conditional use permit has first been obtained and a development agreement has been approved. A conditional use permit shall be obtained and a development agreement shall be entered into prior to the issuance of a building permit for any project involving construction of a new billboard, expansion or modification of a billboard, or addition of additional face(s) to a billboard. A development agreement shall include the amount of money to be paid to the city as a result of the installation and operation of the billboard.

**Section 3.** Section 155.384 (E) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to provide a change to subsection (4) and also add thereto new subsection (8) so that said subsection reads as follows:

§ 155.384 BILLBOARDS.

(E) *Locations prohibited.*

(4) Within a classified "Landscaped Freeway" pursuant to the State Outdoor Advertising Regulations, Section 2500-2513.

(8) More than 200 feet from the centerline of a freeway.

**Section 4.** Section 155.384 (G) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to provide a change to subsection (1) and also to add thereto new subsection (3) so that said subsections read as follows:

§ 155.384 BILLBOARDS.

(G) *Types of billboards prohibited.* The following types of prohibited billboards are specified for clarity. However, this shall not limit the types of prohibited billboards to those described below:



(1) Mobile billboards. To the extent not in conflict with any provision of the Vehicle Code, any 'mobile billboard advertising display', as that term is defined in the Vehicle Code Section 395.5, including any billboard installed upon, mounted, attached, or applied to any vehicle, non-motorized vehicle, bicycle, scooter, or trailer whose primary purpose is conveyance, transportation, or support of the billboard message surface shall be prohibited from any display or placement on public or private property or the public right-of-way in a manner making it visible from any other public or private property or the public right-of-way.

(3) Static Billboards. Any off-site advertisement meeting the definition of "Billboard, Static" as defined in § 155.383 shall be prohibited.

**Section 5.** Section 155.384 (H) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended with various changes to read as follows:

§ 155.384 BILLBOARDS.

(H) *General requirements.*

(1) *Maximum advertising copy area.* The maximum advertising copy area of each billboards face shall be 672 square feet per face (e.g., 14 feet x 48 feet). Measurement of the maximum advertising copy area includes only the measurement of the billboard face, exclusive of architectural elements which may extend up to 2' on either side and/or below the advertising copy.

(2) *Maximum height.* The maximum height of billboards shall be 50 feet, measured from the finished grade at the base of the sign to the top edge of the billboard face. This excludes architectural elements which may extend up to six (6) feet above the 50 feet limit.

(3) *Maximum number of signs.* No property (defined as a single parcel or two or more contiguous parcels under common ownership) shall have more than two billboards.

(4) *Minimum distance from another billboard or freestanding sign on the same parcel.* The minimum distance from another billboard or freestanding sign on the same property shall be 500 feet as measured from the vertical centerline of each billboard or freestanding sign.

(5) *Minimum distance from another billboard on the same side of the freeway.* The minimum distance from another billboard not on the same property but on the same side of the freeway shall be 1,000 feet, as measured from the vertical centerline of each billboard.

(6) *Minimum setback.* The minimum setback distance of the billboard column support post shall be at least twenty-five (25) feet from any property line and at least twenty-five (25) feet from any building. Notwithstanding, no portion of a billboard shall project over the width of any street, highway or other public right-of-way.

(7) *Maximum number of faces.* No billboard shall have more than two faces. A face shall be considered the display surface upon which an advertising message is displayed. (No V-shape billboards shall be allowed except as provided in Subsection (H)(14) of this Section).



(a) The two faces of two-sided billboards shall be identical in size.

(b) The two faces shall be attached directly and be parallel to each other.

(c) The top, bottom and sides of the two faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face. Architectural elements shall also be aligned on both sides of the billboard.

(8) *Face orientation.* No billboard shall have more than one face (display surface) oriented in the same vertical plane.

(9) *Name of owner.* No billboard shall be maintained in the city unless the name of the person or company owning or maintaining it and the identifying number of the billboard are plainly displayed thereon.

(10) *Driveways.* Billboards projecting over a driveway or driving aisle shall have a minimum clearance of 16 feet between the lowest point of the face, including architectural elements, and the driveway grade.

(11) *Pedestrian walkway.* Billboards projecting over a pedestrian walkway shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and the walkway grade.

(12) *All others.* All other billboards shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and ground level so as not to provide an attractive nuisance for graffiti and vandalism.

(13) *Screening.* All back or rear portions of single-faced or double-faced billboards visible from a public right-of-way or other public or private property shall be screened. The screening shall cover all structural members of the billboard, not including the pole supports.

14) *V-Shape Billboards.* V-Shape billboards shall not be located immediately adjacent to another V-Shape billboard on the same side of the freeway. In addition to the standard requirements for double-sided billboards, a V-Shape billboard shall comply with the following:

(a) The maximum angle of the opening shall be thirty (30) degrees.

(b) All exposed backs, sides and under area shall be suitably screened by a material acceptable to the Director of Planning or designee.

(15) *Additional requirements.* Prior to issuance of a building permit for any billboard project subject to the requirements of this chapter, the applicant shall provide the following:

(a) The telephone number of a maintenance service, to be available 24 hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.

(b) Proof of lease demonstrating a right to install the billboard on the subject property.

(c) A list of locations of all billboards in the city owned or managed by the entity that will own or manage the subject billboard, and all



billboards within 1,000 feet of the proposed billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.

**Section 6.** Section 155.384 (I) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to provide a change to subsections (2), (5), and (6) so that said subsections read as follows:

§ 155.384 BILLBOARDS.

(I) *Standards of design.*

(2) All new billboard structures shall be free of any bracing, angle iron, guy wires, cables, and/or similar supporting elements. All exposed portions of billboards, including backs, sides, support members and support poles, shall be screened to the satisfaction of the Director of Planning or designee.

(5) The torsion bar of all billboards shall be screened by a material acceptable to the Director of Planning or designee or contained between the sign faces of the billboard whereby it is not visible.

(6) The single (steel) cylindrical column support post of all billboards shall be provided with a façade acceptable to the Director of Planning or designee.

**Section 7.** Section 155.384 (J) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to provide a change to subsections (1), (2) and (3) so that said subsections read as follows:

§ 155.384 BILLBOARDS.

(J) *Design and operational restrictions.*

(1) Each digital billboard shall be constructed to withstand a wind pressure of 20 pounds per square foot of exposed surface.

(2) No billboard shall display any statement or words of an obscene, indecent or immoral character.

(3) No billboard shall display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs or tapes.

**Section 8.** Section 155.384 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to add thereto new subsection (K) so that said subsection reads as follows:

§ 155.384 BILLBOARDS.



(K) *Outdoor Advertising Permit.* Outdoor advertising displays require a permit from Caltrans if they are located within 660 feet from the edge of the right-of-way and viewed primarily by persons traveling on a freeway.

**Section 9.** Section 155.398 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to add thereto new subsection (M) so that said subsection reads as follows:

**§ 155.398 REQUIRED TERMINATION OF NONCONFORMING STRUCTURES AND USES.**

(M) Notwithstanding the time period set forth in this section, a static billboard previously approved through a Conditional use Permit, which existed and was conforming as of the effective date of Ordinance No. 1092, which then became nonconforming as a result of the adoption of Ordinance No. 1092, may remain in place and removal shall not be required on the basis of this nonconformity.

**Section 10.** Except as amended above, all other provisions of the Land Use Regulations in the Santa Fe Springs Municipal Code shall remain in fully force and effect.

**Section 11.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 12.** The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this Ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

**Section 13.** This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including by not limited to Article XI, Section 7 of the California Constitution.

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.



PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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

ATTEST:

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





# *City of Santa Fe Springs*

## *City Council Meeting*

*April 24, 2018*

### **NEW BUSINESS**

#### Refurbish Exterior of Fire Headquarters Training Tower and Interior Stair Repairs

#### RECOMMENDATION

That the City Council authorize the Fire Chief to perform repairs and refurbishment to Fire Headquarters Training Tower utilizing "JJJ Floor Covering, Inc." as the contractor in an amount not to exceed \$70,025.00

#### BACKGROUND

Fire Headquarters, located at 11300 Greenstone Ave., was constructed in 1971. Along with Fire Headquarters, a four-story concrete training tower was also constructed. The tower is utilized in preparing new firefighters for service and continuing training for fire streams, ladders, search and rescue operations, rope rescue and rappelling. Santa Fe Spring Fire-Rescue personnel utilize this tower several times each week and it is also utilized by Rio-Hondo College's Fire Academy for training as well. Rio Hondo trains approximately 200 students each year. The Tower has a roof section to ladder and rappel from, a mezzanine, and exterior ladder to hang and dry fire hose. The tower also has a "drafting pit" for the required annual testing of the Department's fire pumps. The pit was resin-sealed twenty years ago and now is flaking off the pit walls and obstructing gauges and requires personnel to drain and re-fill the pit each year. The pit hold thousands of gallons of water which recirculates through the fire pump and the pit.

The tower has been repainted several times over its life and again, is in need of exterior paint stripping. Also needed are approximately twenty-five concrete steps that require repair within the tower that have been chipped or have broken at edges, making this a potential for trip and fall injuries (see attached photos). In discussion with Staff and other fire agencies, it was decided to follow a more common practice of having bare concrete instead of paint. The tower concrete would then be sealed and eliminate the costly need for future paint stripping and re-painting.

The tower project consists of masking areas, diamond grinding exterior surfaces, application of a concrete densifier, polishing the exterior surface, and application of a concrete sealer. A 6' x 10' Department logo will be stenciled at the top of the tower, visible from Greenstone Avenue. Twenty-five steps will be repaired and the "drafting pit" will also be stripped and re-sealed.

The scope of work was determined and the Fire Chief requested three (3) bids to complete the scope of work. A summary of the bids are as follows:





# City of Santa Fe Springs

## City Council Meeting

April 24, 2018

<u>Vendor</u>	<u>Amount</u>
JJJ Floor Covering, Inc.	\$70,025.00
Signature Commercial Floor Covering	\$78,150.00
BC Flooring	\$79,789.00

### Fiscal Impact

The Tower project is approved in the FY17/18 Non-Recurring (9000) account with funding coming from the Instructor Services Agreement (ISA) with Rio Hondo College. Funds acquired through the agreement are required to be used towards training projects and equipment for the Department. There is no net cost to the City's General Fund.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", with a stylized flourish at the end.

Raymond R. Cruz  
City Manager

### Attachment(s)

1. JJJ Floor Covering, Inc. quote
2. Current photos, Headquarters Tower





4831-A PASSONS BLVD. PICO RIVERA, CA. 90660  
Tel. (562) 692-9008 Fax (562) 692-5979 website: jjjfloorcovering.com

Pico Rivera \* San Diego \* Sacramento  
License #327775  
DIR# 1000003812 SB 785 Compliant



**PROJECT:** Santa Fe Springs Head Quarters: Space Tower

**DATE:** March 22, 2018

**SECTION:** N/A

**ADDENDUM:** N/A

**PROPOSAL:** Installation of containment system, Masking areas, grinding wall surfaces, application of cement densifier, diamond polish wall surfaces, application of concrete sealer, 6'x10' logo and repair 25 steps. Grind and seal Water pit areas too.

**PRICE:** \$70,025.00

**EXCLUSIONS:** Major concrete/wood floor repair or leveling, sanding, skim coating, waterproof membrane, demolition, moving furniture, overtime, cleaning and waxing, vacuuming, finish floor protection, patching and temperature control. Also Excluded are; any allowances for safety/security clearances and or training not specifically included. Price valid for 60 days.

All prices are predicated upon: 1) Clear & unobstructed access to work areas 2) Clean & ready sub floors. 3) Stairs where 2<sup>nd</sup> floors occur 4) Compliance with flooring manufacturers' moisture vapor emission limits when concrete sub floors are used.

JJ

J FLOOR COVERING, INC.

John Kells (ext. 123)-jkells@jjjfloorcovering.com

UNION  
BONDABLE  
MBA/SBA/WBE

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

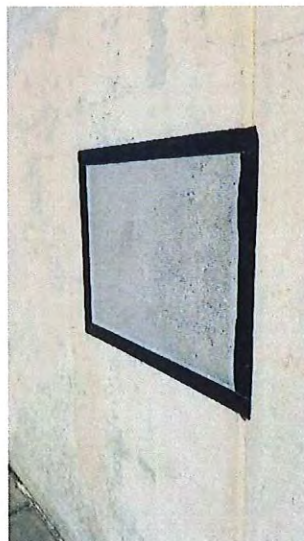
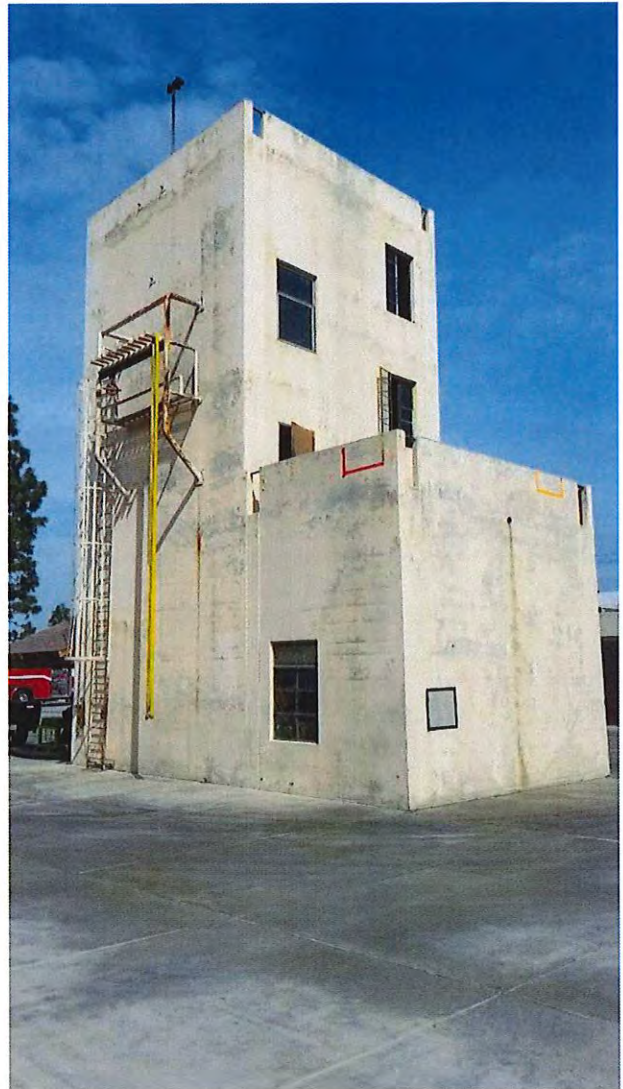
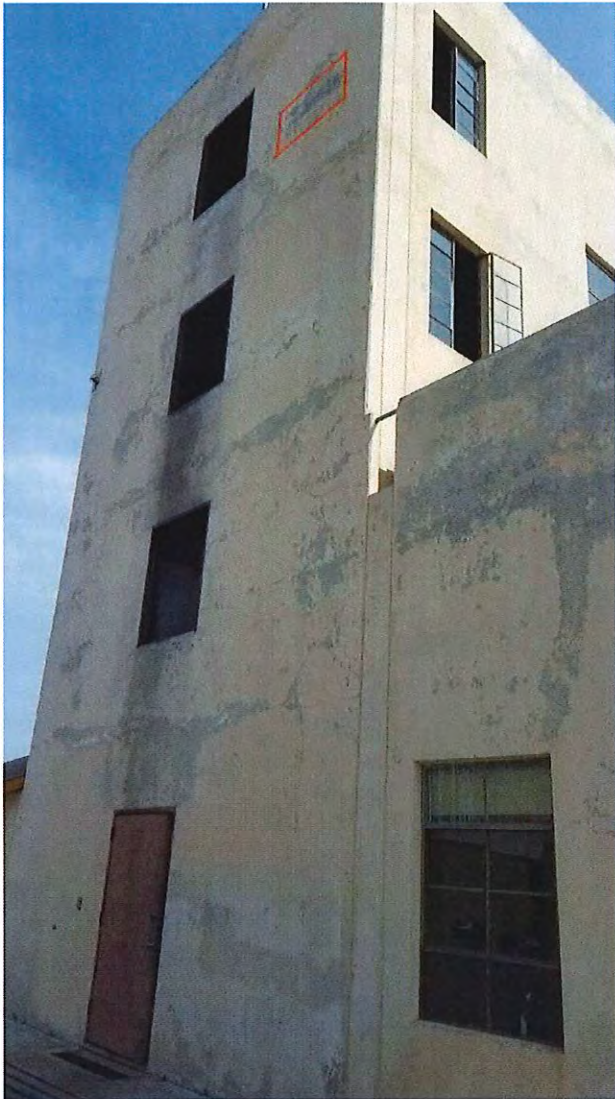
Customer: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance of this proposal (contract) requires Customer to pay in full the amount due within thirty (30) days of the invoice date. Payments not received within thirty (30) days are subject to an interest charge of 1.5% per month on the unpaid balance. If any action or arbitration is brought to interpret or enforce this agreement (contract), JJJ Floor Covering, Inc., shall be entitled to recover all costs and reasonable attorney's fees.



# Fire-Rescue Headquarters Training Tower

11300 Greenstone Ave

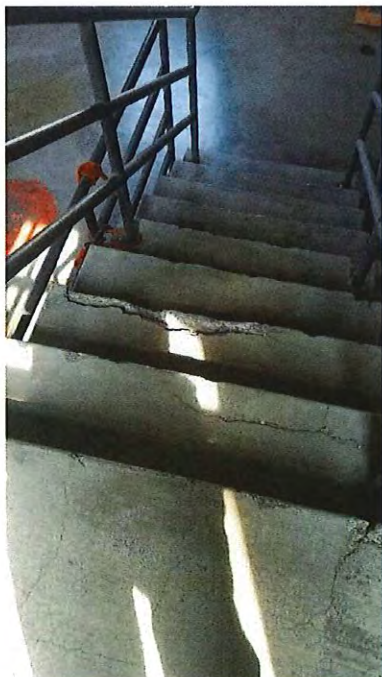


Sample Finish



# Fire-Rescue Headquarters Training Tower

11300 Greenstone Ave







# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## NEW BUSINESS

### Shuttle Bus Service Funding Agreement – Amendment No. 2

#### RECOMMENDATIONS

That the City Council take the following actions:

- Approve Amendment No. 2 to Agreement No. 07-4969 between Caltrans and the City that provides funding in the amount of \$315,000 for Bus Shuttle Service to Santa Fe High School during reconstruction of the Florence Avenue Bridge over the Interstate 5 Freeway; and
- Authorize the Mayor to execute Amendment No. 2 to Agreement No. 07-4964.

#### BACKGROUND

The City and the California Department of Transportation (Caltrans) entered into Agreement No. 07-4964 whereby Caltrans will provide funding to the City to assist with implementation of a Traffic Management Plan during construction of Interstate 5 improvements between the Orange County line and the vicinity of the Interstate 605 Interchange.

As part of the Interstate 5 improvements project, the Florence Avenue Bridge will be reconstructed. Florence Avenue leading up to the bridge will be reduced to one lane in each direction and will significantly impact access to Santa Fe High School during the school year.

Under Amendment No. 2 to Agreement No. 0704964, Caltrans is providing additional funding to the City to contract for Shuttle Bus Service to Santa Fe High School during the period of the reconstruction of the Florence Avenue Bridge which is anticipated to be completed September 2018. Amendment No. 2 provides for reimbursing the City an amount not to exceed \$315,000 for actual costs incurred for Bus Shuttle Service to Santa Fe High School during the period May 2017 to July 2018. With Amendment No. 2, Caltrans will provide the City a total of \$665,000 for Shuttle Bus Service during the period of August 2016 to July 2018.

Under the Bus Shuttle Service Agreement with the Whittier Union High School District (District), the shuttle bus services are being performed on behalf of the District by the Pupil Transportation Cooperative (PTC), a Joint Powers Authority of which the District is a member.

The District has established bus routes, bus stops, and bus schedules for the temporary Bus Shuttle Service. The District has developed and implemented communication and outreach materials for students and parents living within the service area for temporary bus shuttle service.

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

A handwritten signature in blue ink, appearing to be "NN", is placed over the name "Noe Negrete" in the signature line.

Date of Report: April 19, 2018  
**ITEM NO. 10**



**LEGAL REVIEW**

The City Attorney's office has reviewed Amendment No. 2 to Caltrans Agreement No. 07-4964.

**FISCAL IMPACT**

Under Amendment No. 2 to Agreement No. 07-4964, Caltrans is providing up to \$315,000 in additional funding for the Shuttle Bus Services Agreement with the District.

**INFRASTRUCTURE IMPACT**

The Interstate 5 Improvement projects, including reconstruction of the Florence Avenue Bridge, will improve traffic circulation within the City. The Bus Shuttle Agreement with the District will ensure the safety of students attending Santa Fe High School during the period of bridge reconstruction.



Raymond R. Cruz  
City Manager

**Attachments:**

1. Caltrans Amendment No. 2 - Agreement No. 07-4964
2. Caltrans Amendment No. 1 - Agreement No. 07-4964
3. Caltrans Agreement No. 07-4964
4. Bus Shuttle Service Agreement – WUHS



07-LA-5 PM 0.0/7.6  
Traffic Management Plan on I-5  
between Orange County Line (OCL) and I-605  
07-2159Cl, 215911, 2159(U),  
215931 & 215951  
District Agreement No. 07-4964 A-2

**AMENDMENT NO. 2 TO AGREEMENT 07-4964**

This Amendment No. 2 to AGREEMENT 07-4964, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

**CITY OF SANTA FE SPRINGS**, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.



### RECITALS

1. CALTRANS and CITY, collectively referred to as PARTIES, entered into Agreement No. 07-4964, (AGREEMENT) on July 3, 2013, defining the terms and conditions of CALTRANS authorization of CITY to assist in the implementation of Traffic Management Plan (TMP) during construction of CALTRANS PROJECT that includes High Occupancy Vehicle (HOV) and Mixed Flow Lanes and Soundwalls within the median area of Interstate 5 between the Orange County Line (OCL) and the vicinity of the Interstate 5/Interstate 605 Interchange, referred to as SERVICE.
2. PARTIES have also entered into Amendment No. 1 to AGREEMENT on August 5, 2015 to increase funding to provide a total of three (3) buses at a rate of \$35,000 per bus for two (2) 'School Years' to the Santa Fe Springs High School in an amount not to exceed \$300,000, referred to as SHUTTLE SERVICE and SERVICE for Segment 4 [EA# 07-21595]. AGREEMENT No. 07-4964 was for \$50,000 for SERVICE needs in Segment 4, (EA# 07-21595). AMENDMENT 1 increased this amount by \$250,000 to account for SHUTTLE SERVICE bringing the total amount for SERVICE and SHUTTLE SERVICE to \$300,000 in Segment 4. The SHUTTLE SERVICE is needed during the reconstruction of the Florence Bridge as the streets leading up to the bridge was being reduced to one lane in each direction.
3. PARTIES have determined that due to ongoing construction activities that there will be a need to increase Local Prop C Funds by \$315,000 bringing the total amount from \$300,000 to \$615,000 for SHUTTLE SERVICE and SERVICE in Segment 4, (EA# 07-21595). Due to this increase, the total amount for SHUTTLE SERVICE and SERVICE for all Segments will change from \$350,000 to \$665,000. The anticipated one lane configuration originally scheduled to occur between November 2015 and May 2017 (18 months) will now be extended to September 2018 (34 months).
4. The SHUTTLE SERVICE will be implemented during the 'School Years' and shall be prorated for late start or early/late finish dates.
5. PARTIES also seek to extend the termination date of the AGREEMENT from December 30, 2018 to August 31, 2022 due to ongoing construction activities.
6. The purpose of this Amendment No. 2 is to update AGREEMENT to reflect changes in funding and scheduling.



**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 1 of Section I is replaced in its entirety to read as follows:

"To reimburse CITY within thirty (30) days of each quarterly billing an additional amount, not to exceed \$615,000 from funds shown on Exhibit A-2, attached hereto and made a part of this AGREEMENT, to cover the actual direct costs for SHUTTLE SERVICE and SERVICE for Segment 4 [EA#07-21595] on a prorated basis by CITY forces on PROJECT. The total cost for SERVICE and SHUTTLE SERVICE is an amount not to exceed \$665,000."

2. Article 2 of Section III is replaced in its entirety to read as follows:

"CALTRANS shall reimburse CITY for actual direct costs incurred on a quarterly basis in the performance of SERVICE and SHUTTLE SERVICE. The total amount payable by CALTRANS to CITY under this AGREEMENT shall not exceed \$665,000 from funds shown on Exhibit A-2."

3. Article 9 of Section III is replaced in its entirety to read as follows:

"This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on August 31, 2022, whichever is earlier in time, unless all parties agree to extend the termination date of this Agreement."

4. A revised Exhibit A-2 is attached to and made a part of the AGREEMENT. Any reference to the Exhibit A in the AGREEMENT is deemed to refer to the revised Exhibit A-2 attached herein.
5. Except as amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.
6. This Amendment No. 2 is deemed to be included and made part of the AGREEMENT.



## SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Carrie L. Bowen  
District Director

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

VERIFICATION OF FUNDS &  
AUTHORITY:

Attest: \_\_\_\_\_  
Janet Martinez  
City Clerk

By: \_\_\_\_\_  
Paul T. Kwong  
District Budget Manager

APPROVED AS TO FORM AND  
PROCEDURE:

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
Yolanda Summerhill  
City Attorney

By: *[Signature]*  
for Darwin Salmos  
HQ Accounting Supervisor



**EXHIBIT A-2**  
**FUNDING INFORMATION**

<b>Fund Type</b>	<b>Fund Source</b>	<b>Construction Capital (\$)</b>	<b>Total (\$)</b>
Local Funds	Prop C	30,000 (2)	30,000
Local Funds	Prop C	615,000 (4)	615,000
STIP/RIP	State	10,000 (5)	10,000
Bond-CMIA	State	2,500 (1)	2,500
Bond-CMIA	State	7,500 (3)	7,500
<b>Total</b>		665,000	665,000

- (1) EA# 07-21591
- (2) EA# 07-21592; CURRENTLY 2159U
- (3) EA# 07-21593
- (4) EA#07-21595
- (5) EA# 07-2159C



07-LA-5 PM 0.0/7.6  
Traffic Management Plan on I-5  
between Orange County Line (OCL) and I-605  
07-2159C1, 215911, 215921,  
215931 & 215951  
District Agreement No. 07-4964 A-1

**AMENDMENT NO. 1 TO AGREEMENT NO. 07-4964**

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on  
Aug. 5, 2015, is between the State of California, acting through its Department of  
Transportation, referred to as CALTRANS, and

**CITY OF SANTA FE SPRINGS**, a body politic or  
municipal corporation of the State of California, referred to as  
**CITY**.



## RECITALS

1. CALTRANS and CITY, collectively referred to as PARTIES, entered into Agreement No. 07-4964, (AGREEMENT) on July 3, 2013, defining the terms and conditions of CALTRANS authorization of CITY to assist in the implementation of Traffic Management Plan (TMP) during construction of CALTRANS PROJECT that includes High Occupancy Vehicle (HOV) and Mixed Flow Lanes and Soundwalls within the median area of Interstate 5 between the Orange County Line (OCL) and the vicinity of the Interstate 5/Interstate 605 Interchange, referred to as SERVICE.
2. It has been determined that during the reconstruction of the Florence Bridge, the streets leading up to the bridge will be reduced to one lane in each direction for approximately 18 months and is needing additional funding to provide a total of three (3) buses at a rate of \$35,000 per bus for two (2) 'School Years' to the Santa Fe Springs High School in an amount not to exceed \$250,000, referred to as SHUTTLE SERVICE. 'School Year' starts in the middle of August and ends in the first week of June of the following calendar year. The one lane configuration is anticipated to occur approximately between November 2015 and May 2017.
3. The SHUTTLE SERVICE will be implemented during the 'School Years' and shall be prorated for late start or early/late finish dates.
4. The purpose of this Amendment No. 1 is to update AGREEMENT to reflect changes in funding.

## IT IS THEREFORE MUTUALLY AGREED:

1. Article 1 of Section I is replaced in its entirety to read as follows:  
  
"To reimburse CITY within thirty (30) days of each quarterly billing an additional amount, not to exceed \$250,000 from funds shown on Exhibit A-1, attached hereto and made a part of this AGREEMENT, to cover the actual direct costs for SHUTTLE SERVICE on a prorated basis by CITY forces on PROJECT. The total cost for SERVICE and SHUTTLE SERVICE is an amount not to exceed \$350,000."
2. Article 2 of Section III is replaced in its entirety to read as follows:  
  
"CALTRANS shall reimburse CITY for actual direct costs incurred on a quarterly basis in the performance of SERVICE and SHUTTLE SERVICE. The total amount payable by CALTRANS to CITY under this AGREEMENT shall not exceed \$350,000 from funds shown on Exhibit A-1."



3. A revised Exhibit A-1 is attached to and made a part of the AGREEMENT. Any reference to the Exhibit A in the AGREEMENT is deemed to refer to the revised Exhibit A-1 attached herein.
4. Except as amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.
5. This Amendment No. 1 is deemed to be included and made part of the AGREEMENT.



**SIGNATURES**

PARTIES declare that:

1. Each party is an authorized legal entity under California state law.
2. Each party has the authority to enter into this agreement.
3. The individual signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
Department of Transportation

CITY OF SANTA FE SPRINGS

By: Carrie L. Bowen  
Carrie L. Bowen  
District 07 Director

By: Laurie Kiro  
Mayor

Approved as to form and procedure:

By: [Signature]  
Attorney  
Department of Transportation

Attest: Anita Jimenez  
City Clerk

Approved as to form:

Certified as to funds:

By: [Signature]  
City Attorney

By: Paul Kwong  
Paul Kwong  
District Budget Manager

Certified as to financial terms and conditions:

By: [Signature]  
Accounting Administrator



**EXHIBIT A-1**  
**FUNDING INFORMATION**

<b>Fund Type</b>	<b>Fund Source</b>	<b>Construction Capital (\$)</b>	<b>Total (\$)</b>
Local Funds	Prop C	30,000 (2)	30,000
Local Funds	Prop C	300,000 (4)	300,000
STIP/RIP	State	10,000 (5)	10,000
Bond-CMIA	State	2,500 (1)	2,500
Bond-CMIA	State	7,500 (3)	7,500
<b>Total</b>		<b>350,000</b>	<b>350,000</b>

**Note:**

- (1) EA# 07-21591
- (2) EA# 07-21592
- (3) EA# 07-21593
- (4) EA# 07-21595
- (5) EA# 07-2159C



## DEPARTMENT OF TRANSPORTATION

DISTRICT 7, 100 SO. MAIN ST.  
LOS ANGELES, CA 90012-3606  
PHONE (213) 897-0362  
FAX (213) 897-7642  
TTY 711  
www.dot.ca.gov



*Flex your power!  
Be energy efficient!*

July 8, 2013

07-LA-5-P.M. 0.0/7.6

Traffic Management Plan on I-5 between  
Orange County Line (OCL) and I-605  
07-2159C1, 215911, 215921, 215931 &  
215951

**District Agreement No. 07-4964**

Mr. Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road,  
Santa Fe Springs, CA 90670-3679

Dear Mr. Negrete:

Enclosed herewith are fully executed originals of Cooperative Agreement No. 07-4964 for your files. If you have any further questions, please call Zareh Shahbazian at (213) 897-4255 or myself at (213) 897-2923.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Toossi".

Hamid R. Toossi, P.E.  
Senior Transportation Engineer  
Office of Design C

Attachments

c: Zareh Shahbazian, Project Manager  
File



07-LA-5 PM 0.0/7.6  
Traffic Management Plan on I-5 between  
Orange County Line (OCL) and I-605  
07-2159C1, 215911, 215921, 215931 &  
215951

**District Agreement No. 07-4964**

**CONTRIBUTION AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON July 13, 2013, is between the  
STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION,  
referred to herein as "STATE", and the

CITY OF SANTA FE SPRINGS, a body  
politic and municipal corporation of the  
State of California, referred to herein as  
"CITY".



**RECITALS**

1. STATE and CITY, pursuant to Streets and Highways Code section 114, are authorized to enter into a Cooperative Agreement for improvements to State Highway System (SHS) within the City of Santa Fe Springs.
2. STATE desires to add High Occupancy Vehicle (HOV) and Mixed Flow Lanes and Soundwalls within the median area of Interstate 5 between the Orange County Line (OCL) and the vicinity of the Interstate 5/Interstate 605 Interchange, referred to herein as "PROJECT".
3. STATE will begin PROJECT work involving Traffic Management Plan (TMP) on November 15, 2012 and anticipates completing that work on December 30, 2016. STATE is prepared to authorize CITY to assist STATE in the implementation of TMP for PROJECT, referred to herein as 'SERVICE'.
4. CITY desires to implement SERVICE, during the term of the PROJECT construction contract in order to bring about the earliest possible construction and to minimize traffic impacts on both the PROJECT area and the CITY streets.
5. The parties hereto mutually desire to cooperate in the implementation of the SERVICE to assist the PROJECT construction and intend to specify herein the terms and conditions under which that SERVICE is to be implemented and financed.

**SECTION I**

**STATE AGREES:**

1. To reimburse CITY within thirty (30) days after receipt of each quarterly billing an amount, not to exceed \$ 100,000 from funds shown on Exhibit A, attached hereto and made a part of this Agreement, to cover the actual direct costs for SERVICE of staff work by CITY forces on PROJECT.
2. To furnish CITY one (1) copy of the PROJECT plans, and special provisions; and an electronic copy of STATE's standard specifications, standard plans, and Manual of Uniform Traffic Control Devices.

**SECTION II**

**CITY AGREES:**

1. To develop at CITY expense, a written SERVICE plan outlining the extent of required CITY SERVICE. Said plan must be pre-approved by STATE before any reimbursable SERVICES may commence.
2. When requested, to provide qualified CITY staff to assist the STATE Resident Engineer in the implementation of the PROJECT construction contract in accordance with STATE's regulations, policies, procedures, manuals, standard plans and specifications, and other standards including compliance with Federal Highway Administration (FHWA) requirements. Said SERVICE is to be subject to ongoing review and approval by STATE



and FHWA and may be terminated or restricted solely at STATE's option. Assistance will include, but not limited to, re-setting traffic signals at street intersections where traffic will be detoured from the PROJECT, during extended weekend freeway closures, and any written STATE pre-approved implementation of corrective measures necessary to assure that the SERVICE within the CITY jurisdiction is being performed in accordance with STATE's PROJECT plans and specifications.

3. To designate a representative through whom all communications with STATE, relative to this Agreement, shall be channeled.
4. To submit signed itemized invoices quarterly, with specific details of staff direct costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to the STATE Resident Engineer for approval and forwarding to the appropriate Accounting Office for payment.
5. To submit a final report of expenditures in the same format as the aforementioned invoice detail no later than thirty (30) days after SERVICES are deemed complete or after completion and acceptance of the PROJECT construction contract, whichever is earlier in time.
6. To retain all books, documents, papers, accounting records, and other evidence pertaining to CITY costs incurred, and make such materials available at the respective offices of CITY at all reasonable times during the contract period and for three years from the date of the final payment under this Agreement. STATE, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CITY that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission.
2. STATE shall reimburse CITY for actual direct costs incurred on a quarterly basis in the performance of SERVICE. The total amount payable by STATE to CITY under this Agreement shall not exceed \$ 100,000 from funds shown on Exhibit A.
3. Actual direct costs reimbursed shall be in conformance with procedures set forth in the cost Principles and Procedures, Chapter 1, Part 31, CFR 48. CITY also agrees to comply with Federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
4. CITY will furnish motor vehicles and related liability insurance necessary for their staff performing SERVICE work.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description



brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

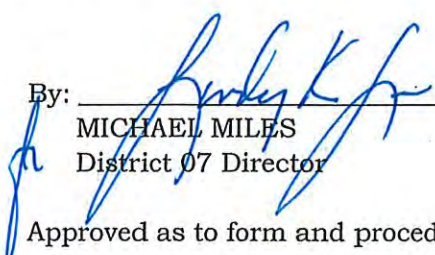
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
7. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
8. STATE reserves the right to terminate this Agreement immediately upon delivery of written notice to CITY. CITY will be paid for acceptable work accomplished and delivered in accordance with the terms of this Agreement up to the time of termination. All documents prepared by CITY up to that termination date shall become property of STATE.
9. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on December 30, 2018, whichever is earlier in time, unless all parties agree to extend the termination date of this Agreement.

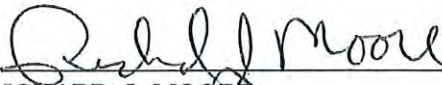


STATE OF CALIFORNIA  
Department of Transportation

CITY OF SANTA FE SPRINGS


MALCOLM DOUGHERTY  
Director

By:   
MICHAEL MILES  
District 07 Director

By:   
RICHARD J. MOORE  
Mayor

Approved as to form and procedure:

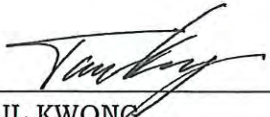
Attest:   
City Clerk

By:   
Attorney  
Department of Transportation

Approved as to form:

Certified as to funds:

By:   
City Attorney

By:   
PAUL KWONG  
District Budget Manager

Certified as to financial terms and conditions:

By:   
Accounting Administrator



**EXHIBIT A**  
**FUNDING INFORMATION**

<b>Fund Type</b>	<b>Fund Source</b>	<b>Construction Capital (\$)</b>	<b>Total (\$)</b>
Local Funds	Prop C	30,000 (2)	30,000
Local Funds	Prop C	50,000 (4)	50,000
STIP/RIP	State	10,000 (5)	10,000
Bond-CMIA	State	2,500 (1)	2,500
Bond-CMIA	State	7,500 (3)	7,500
<b>Total</b>		100,000	100,000

**Note:**

- (1) EA# 07-21591
- (2) EA# 07-21592
- (3) EA# 07-21593
- (4) EA# 07-21595
- (5) EA# 07-2159C



**THE CITY OF CITY OF SANTA FE SPRINGS  
SHUTTLE BUS SERVICE AGREEMENT**

THIS AGREEMENT is entered into this 28<sup>th</sup> day of MAY, 2015, by and between the CITY OF CITY OF SANTA FE SPRINGS, a municipal corporation (the "CITY"), and WHITTIER UNION HIGH SCHOOL DISTRICT (the "DISTRICT").

**RECITALS**

WHEREAS, the CITY and California Department of Transportation (CALTRANS) have entered into an Agreement whereby the CITY will assist in the implementation of Traffic Management Plan during construction of Interstate 5 improvements between the Orange County line and the vicinity of the Interstate 605 Interchange.

WHEREAS, during reconstruction of the Florence Avenue Bridge, Florence Avenue leading up to the bridge will be reduced to one lane in each direction for approximately 18 months and will significantly impact access to Santa Fe High School during the school year.

WHEREAS, CALTRANS is providing funding to the CITY to contract for Shuttle Bus Service to Santa Fe High School during the period of the reconstruction of the Florence Avenue Bridge which is anticipated to occur approximately between April 2016 and September 2017.

WHEREAS, the CITY desires to enter into an Agreement with DISTRICT to provide Shuttle Bus Service to Santa Fe High School during the period of the reconstruction of the Florence Avenue Bridge and one lane configuration.

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

1. **ENGAGEMENT OF DISTRICT.**

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

The DISTRICT represents that all shuttle bus services required hereunder will be performed on behalf of the DISTRICT by the Pupil Transportation Cooperative (PTC), a Joint Powers Authority of which the DISTRICT is a member. Use of the term DISTRICT herein shall also mean PTC where applicable.

2. **SCOPE OF SERVICES.**

- (a) The DISTRICT will provide temporary Shuttle Bus Service to Santa Fe High School for students impacted by reconstruction of the Florence Avenue Bridge project.



- (b) The DISTRICT will establish bus routes, bus stops, and bus schedules for the temporary Bus Shuttle Service.
- (c) The DISTRICT will develop and implement communication and outreach materials for students and parents living within the proposed service area for temporary bus shuttle service.

3. **COMPENSATION AND PAYMENT.**

The compensation for the DISTRICT shall be based on monthly billings covering actual bus service provided. Billings shall include the cost for each bus on a daily basis, the number of buses deployed, and the number of bus service days during the month.

The cost for bus shuttle service shall not exceed a base amount of \$250,000.00 during the term of the Agreement.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the Scope of Services as determined by the CITY.

The DISTRICT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

4. **LENGTH OF AGREEMENT.**

The term of this Agreement shall conclude once the Florence Avenue Bridge has a minimum of two lanes in each direction under the terms and conditions of this Agreement.

5. **INDEPENDENT CONTRACTOR.**

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

This Agreement contemplates the services of the DISTRICT and the DISTRICT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the DISTRICT and its employees. Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the DISTRICT from



employing or hiring as many employees, or subcontractors, as the DISTRICT may deem necessary for the proper and efficient performance of this Agreement. All agreements by DISTRICT with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

6. **CONTROL.**

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

7. **COMPLIANCE WITH APPLICABLE LAW.**

The DISTRICT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted.

8. **LICENSES, PERMITS, ETC.**

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

9. **NON-DISCRIMINATION PROVISIONS.**

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



10. **CONFIDENTIAL INFORMATION.**

The CITY may from time to time communicate to the DISTRICT certain confidential information to enable the DISTRICT to effectively perform the services to be provided herein. The DISTRICT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The DISTRICT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 12, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the DISTRICT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the DISTRICT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the DISTRICT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The DISTRICT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the DISTRICT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

DISTRICT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 13.

11. **INDEMNIFICATION AND HOLD HARMLESS.**

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

12. **WORKERS' COMPENSATION.**

The DISTRICT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the DISTRICT under this Agreement.



13. **INSURANCE.**

The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain insurance throughout the term of this agreement, the following insurance policies:

A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by DISTRICT.

B. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the DISTRICT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A++ according to the current Best's Key Rating Guide, or a company equal in financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the DISTRICT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.



14. **LEGAL FEES.**

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

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

15. **MEDIATION/ARBITRATION.**

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

16. **TERMINATION.**

A. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the DISTRICT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

B. Termination with or without cause shall be effected by delivery of written Notice of Termination to the DISTRICT as provided for herein.

D. In the event of termination, DISTRICT shall be entitled to receive just and equitable compensation for any services satisfactorily completed up to the effective



date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the DISTRICT's breach, if any.

17. **NOTICES.**

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

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

To the DISTRICT:                Martin J. Plourde  
Assistant Superintendent-Business Services  
Whittier Union High School District  
9401 S Painter Ave  
Whittier, CA 90605

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

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

During the term of this Agreement, the DISTRICT shall not perform services of any kind for any person or entity whose interest conflict in any way with those of the City of Santa Fe Springs. The DISTRICT shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The DISTRICT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the

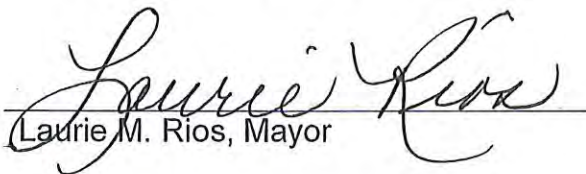


DISTRICT has a financial interest as defined in Government Code Section 87103. The DISTRICT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.


The DISTRICT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 20 by the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

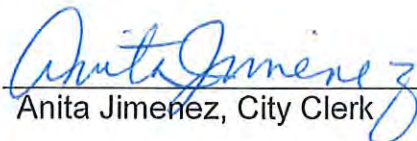
CITY OF SANTA FE SPRINGS

  
Laurie M. Rios, Mayor


WHITTIER UNION HIGH SCHOOL  
DISTRICT

  
Name Martin Plourde  
Assistant Superintendent  
Title

ATTEST:

  
Anita Jimenez, City Clerk

APPROVED AS TO FORM:

  
Steven Skolnik  
City Attorney





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## NEW BUSINESS

Resolution 9575 – Approving Use of Senate Bill 1 Funds for Santa Fe Springs Road Rehabilitation Project

### RECOMMENDATIONS

That the City Council take the following actions:

- Adopt Resolution No. 9575 approving Santa Fe Springs Road Rehabilitation Project to be partially funded by Senate Bill 1-The Road Repair and Accountability Act; and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.

### BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017. SB 1, which was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems, increases per gallon fuel excise taxes, increases diesel fuel sales taxes and vehicle registration fees and provides for inflationary adjustments to tax rates in future years.

Beginning November 1, 2017, the State Controller will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties in accordance with Streets and Highways Code Section 2032. Pursuant to Streets &Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and;
- Traffic control devices

According to the information provided by the California Transportation Commission (CTC), the City of Santa Fe Springs will receive approximately \$303,740 of Road Maintenance and Rehabilitation Account (RMRA) funds for FY 2018/19 and approximately \$466,820 from the Highway Users Tax account (HUTA).

SB 1 imposes several requirements on public agencies in order to receive additional gas tax funds. These requirements are contained in the Streets and Highways Code 2034, which provides:

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

Date of Report: April 19, 2018  
**ITEM NO. 11**



- (a) (1) *Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded by these funds. All projects proposed to receive funding shall be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting. The list of projects proposed to be funded with these funds shall include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030.*

As set forth in the statute, the road repair and maintenance projects must be approved by resolution of the City Council at a regular public meeting. The resolution must also contain a description and location of each proposed project, a proposed completion schedule, and the estimated useful life of each improvement.

Staff is recommending that the Santa Fe Springs Road Rehabilitation Project (Project) be listed for SB 1 funding. The Project is included in the approved Capital Improvement Plan (CIP). The total estimated project cost is \$2,855,000. Staff is recommending that the City Council authorize the Director of Public Works to submit an application to the CTC in the amount of \$303,740 to provide partial funding for the Project.

**Project Schedule:**

- |                              |                           |
|------------------------------|---------------------------|
| • Design                     | June 2018 – December 2018 |
| • Authorization to Advertise | February 2019             |
| • Award of Contract          | April 2019                |
| • Notice to Proceed          | May 2019                  |
| • Project Completion         | June 2019                 |

**FISCAL IMPACT**

The total estimated cost for the Project is \$2,855,000. Staff is recommending the following funding allocations to this project:

- |  |              |
|--|--------------|
| a) Highway Users Tax Account (gasoline and diesel fuel sales tax): | \$ 466,820   |
| b) Surface Transportation Program -Local (STP-L) Funds:            | \$ 405,239   |
| c) CIP Bond Funds  | \$ 1,679,201 |
| d) RMRA Funds (SB1)  | \$ 303,740   |
| Total Funding Allocation:  | \$ 2,855,000 |



**INFRASTRUCTURE IMPACT**

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



Raymond R. Cruz  
City Manager

Attachments:  
Resolution No. 9575



**RESOLUTION NO. 9575**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA  
APPROVING THE SANTA FE SPRINGS ROAD REHABILITATION PROJECT  
TO BE PARTIALLY FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND  
ACCOUNTABILITY ACT - AND AUTHORIZING THE DIRECTOR OF  
PUBLIC WORKS TO SUBMIT THE PROJECT AND APPLICATION TO THE  
CALIFORNIA TRANSPORTATION COMMISSION FOR FUNDING**

WHEREAS, Senate Bill No. 1 (SB1), the Road Repair and Accountability Act of 2017, established a Road Maintenance and Rehabilitation Account (RMRA) to help fund deferred maintenance on the state highway system and the local street and road system; and

WHEREAS, pursuant to SB 1, the State Controller will apportion, by formula, a percentage of the RMRA funds to eligible cities and counties; and

WHEREAS, SB 1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads; and

WHEREAS, SB 1, as codified in Streets & Highways Code Section 2034(a)(1), requires that eligible cities submit a list of projects proposed to be paid for with these funds to the California Transportation Commission (CTC) in accordance with statutorily-defined criteria and a schedule established by the CTC; and

WHEREAS, pursuant to Streets & Highways Code Section 2034 (a) (1), the list of projects must be approved by the applicable city council or board of supervisors at a regular public meeting; and

WHEREAS, at a regular public meeting of the City Council held on April 14, 2016, the City Council reviewed and adopted a Three (3) Year Street Improvement Plan as identified by the City-wide Street Pavement Evaluation and Analysis Study and as recommended by Capital Improvement Plan (CIP) Subcommittee of the City Council; and

WHEREAS, the Three (3) Year Street Improvement Plan included the Santa Fe Springs Road Rehabilitation Project.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Santa Fe Springs, State of California, as follows:

Section 1. All of the above recitals are true and correct.



Section 2. The City Council hereby approves the Santa Fe Springs Road Rehabilitation Project to be partially funded with Road Maintenance and Rehabilitation Account (RMRA) revenues.

Section 3. Anticipated Funding Sources:

a) Highway Users Tax Account (gasoline and diesel fuel sales tax):	\$	466,820
b) Surface Transportation Program -Local (STP-L) Funds:	\$	405,239
c) CIP Bond Funds	\$	1,679,201
d) SB1 Funding	\$	303,740
Total Funding:	\$	2,855,000

Section 4. Project Description: Removal of existing pavement surface, rework underlying base material for a stable base for new asphalt concrete pavement; replace curbs, gutters, sidewalks and driveways.

Section 5. Project Location: Santa Fe Springs Road between Los Nietos Road and Northerly City Limits (South of Mulberry Avenue).

Section 6. Project Schedule:

• Design	June 2018 – December 2018
• Authorization to Advertise	February 2019
• Award of Contract	April 2019
• Notice to Proceed	May 2019
• Project Completion	June 2019

Section 7. Estimated Useful Life: The City's Pavement Management System calculates a new useful life of 15-20 years added to the current roadway lifecycle.

Section 8. The Director of Public Works is hereby authorized to submit the project and application to the California Transportation Commission for any and all RMRA funds that may become available to the City, and to execute any and all documents necessary to implement and secure any and all such RMRA funds.

APPROVED and ADOPTED this 24<sup>th</sup> day of April 2018 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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





# **City of Santa Fe Springs**

**City Council Meeting**

**April 24, 2018**

## **NEW BUSINESS**

**Authorize the Disposal of Obsolete Equipment & Furniture By Way of Public Auction**

### **RECOMMENDATION**

That the City Council authorize the Director of Purchasing Services to proceed with the disposal of obsolete equipment and furniture by way of public auction.

### **BACKGROUND**

There are a number of items that are obsolete and need to be declared as surplus and disposed of by way of public auction. The following items were deemed obsolete by the departments and are currently stored in the warehouse. These items include:

- (3) Commercial Refrigerators
- (2) Fitness Bike's
- (2) Pallets of office furniture
- (20) Office chairs
- (5) Pallets of obsolete computer & peripheral equipment

### **FISCAL IMPACT**

Auction sale proceeds are recognized as applied revenue in various department budget accounts.

Raymond R. Cruz  
City Manager





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## NEW BUSINESS

### City of Bellflower Traffic Signal Maintenance Services-Agreement Renewal

#### RECOMMENDATIONS

That the City Council take the following actions:

- Approve the Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services; and
- Authorize the Mayor to execute the Agreement on behalf of the City

#### BACKGROUND

The City of Santa Fe Springs has been providing traffic signal maintenance services to the City of Bellflower as well as the cities of Paramount and La Habra Heights since October 1995. The original 1995 Agreement was modified in 2013 to better define the scope of work and reflect the additional services that were being provided under the Agreement as well as updating the number of traffic signals, flashing beacons, etc. that were being maintained by Santa Fe Springs.

The revised 2013 Agreement was a 5-year agreement and expires this month. The 2013 Agreement was recently reviewed by the City Attorney and changes were recommended to the indemnification section of the Agreement and these changes have been incorporated into the Agreement recommended for renewal. Effective July 1, 2018 the monthly cost per signalized intersection to be paid by Bellflower would increase from \$64.50 to \$70.00. Costs for extraordinary maintenance will continue to be billed at the actual cost of labor, equipment, and materials used plus agreed upon markups and indirect costs specified in the Agreement. The term of the Agreement is for another five (5) years. The Agreement does contain a termination clause where the Agreement can be cancelled by either party after 90 days of written notice.

#### FISCAL IMPACT

The rate increase to the monthly preventative maintenance cost will result in approximately \$3,600 more in revenue. This excludes extraordinary maintenance requested by the City of Bellflower.

#### INFRASTRUCTURE IMPACT

There is no infrastructure impact.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

#### Attachments:

Agreement with City of Bellflower  
Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit E

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

A handwritten signature in blue ink, reading "Noe Negrete".

Date of Report: April 19, 2018  
ITEM NO. 13



CITY OF BELLFLOWER  
AGREEMENT FILE NO. 242.1

AGREEMENT WITH SANTA FE SPRINGS  
FOR TRAFFIC SIGNAL, STREET NAME SIGN  
AND HIGHWAY LIGHTING MAINTENANCE

THIS AGREEMENT is made and entered into this 24th day of April, 2018, by and between the City of Bellflower, a municipal corporation ("Bellflower") and the City of Santa Fe Springs, a municipal corporation ("Contractor"). Contractor and Bellflower are sometimes collectively referred to as ("Parties").

W I T N E S S

WHEREAS, on September 22, 1995, the Parties entered into Agreement File No. 242 for traffic signal, illuminated street name sign and highway safety lighting maintenance (the "1995 Agreement") and subsequently extended the Agreement for additional terms; and

WHEREAS, Parties desire for this Agreement to supersede the last agreement extension which was entered into on or about April 25<sup>th</sup>, 2013 and

WHEREAS, Bellflower has fifty-two (52) signalized intersections at various locations 100% within Bellflower, and from time to time, may signalize other intersections; and

WHEREAS, Bellflower has four (4) yellow flashing beacons, four (4) flashing pedestrian signs with in-pavement lighted LED crosswalk to be billed as one (1) flashing beacon, and a set of two (2) radar feedback signs to be billed as one (1) flashing beacon 100% owned by Bellflower; and

WHEREAS, Bellflower seeks 24-hour maintenance of Bellflower's traffic signals; and

WHEREAS, Contractor has specialized knowledge, training, and experience in the routine preventative and extraordinary maintenance services of traffic signals; and

WHEREAS, Contractor desires to perform the maintenance services for Bellflower under this Agreement; and

WHEREAS, Bellflower desires Contractor provide such services, subject to the terms and conditions set forth in this Agreement for a period of five (5) years; and

WHEREAS, the purpose of this Agreement is to provide routine preventative and extraordinary maintenance services for existing traffic signals, and those new traffic signals that from time to time may be installed by Bellflower during the life of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:



**1. CONTRACT TERM**

This Agreement is effective as of date first listed above and upon execution by both Parties for a period of five (5) years; provided, that either Bellflower or Contractor, in its sole discretion, shall have the right to terminate this Agreement, without cause at any time, by giving written notice via U.S. certified mail, return receipt requested, at least ninety (90) days prior to the effective date of that termination.

**2. MANAGEMENT**

Bellflower's Director of Public Works shall represent Bellflower in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to expand the tasks to be performed or change the compensation due to Contractor. Bellflower's City Manager shall be authorized to act on Bellflower's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation, subject to Section 4 hereof. Contractor's Director of Public Works, or his/her designee, shall represent Contractor in all matters pertaining to the administration of this Agreement for Contractor, but not including the authority to expand the tasks to be performed. Contractor's City Manager, or his/her designee, shall be authorized to act on Contractor's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation.

**3. SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Scope of Work which is also set forth in Exhibit B at the locations more particularly described in Exhibits A, C, D and E.

**4. PAYMENT**

(a) Bellflower agrees to pay Contractor a flat monthly rate of \$70.00 per signal (52 signals) for routine maintenance and \$35.00 per flasher (4 flashers) plus one (1) in-pavement LED crosswalk light system with four (4) flashing signs to be billed as a flasher and a set of two (2) radar feedback signs to be billed as a flasher for a total of six (6) flashers per month based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Bellflower.

(b) Contractor shall not be compensated for any services, including extraordinary maintenance, ("additional services") rendered in connection with its performance of this Agreement which are in addition to routine maintenance, unless the additional services are authorized in advance and in writing by Bellflower's Director of Public Works or her/his designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Bellflower's Director of Public Works or her/his designee and Contractor at the time Bellflower's written authorization is given to Contractor for the performance of those services. Bellflower's City Manager may approve amendments to this Agreement for additional work up to the amount authorized pursuant to the most recent Bellflower Council-approved administrative policies relating to Bellflower's City Manager's authority to enter into new agreements. Any additional services in excess of that amount shall



be approved by Bellflower's City Council.

(c) Contractor will submit invoices monthly for actual routine maintenance, extraordinary maintenance and additional services satisfactorily performed. Invoices shall be submitted on or about the tenth business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty days (30 days) after receipt of each invoice as to all non-disputed fees. If Bellflower disputes any of Contractor's fees, then it shall give written notice to Contractor within thirty days (30 days) after receipt of an invoice of any disputed fees set forth on the invoice.

(d) The first bill in each fiscal year for routine maintenance shall show the itemization of salaries and wages, material equipment, and appropriate overheads upon which the flat rates referred to in Section 4a, are based. Materials shall include miscellaneous items of service and expense. All bills for extraordinary maintenance and additional services shall show the itemization specified above.

(e) Payment for extraordinary maintenance and additional services shall include actual salaries, wages, parts and equipment costs and may include an additional 17% added to salaries and wages for overhead and to equipment for depreciation and that 17% shall be shown as separate line items in the invoices for extraordinary maintenance. The cost of parts or supplies is based on actual costs plus a 15% markup. In addition, Contractor's services will be billed on an actual invoice plus a 10% markup

## **5. TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) Bellflower or Contractor may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the other party at least ninety (90) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under the Agreement, unless notice provides otherwise. If Bellflower terminates a portion of the Agreement, then such termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, Bellflower shall pay to Contractor the actual value of the work satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Contractor will submit an invoice to Bellflower pursuant to Section 4.

## **6. DEFAULT OF CONTRACTOR**

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event Contractor is in default for cause under the terms of this Agreement, Bellflower shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor following notice of default and an opportunity to cure, as set forth in subsection (b) of this Section. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, then it shall not be considered a default.

(b) If Bellflower's City Manager or his/her delegate determines Contractor is in



default in the performance of any of the terms of this Agreement, then he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Bellflower shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Bellflower that relates to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Bellflower or its designees at reasonable times to such books and records; shall permit Bellflower to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Bellflower and may be used, reused, or otherwise disposed of by Bellflower without the permission of Contractor. With respect to computer files, Contractor shall make available to Bellflower, at Contractor's office and upon reasonable written request by Bellflower, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **8. INDEMNIFICATION**

(a) Neither Bellflower nor any officer or employee of Bellflower shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement. It is also understood and agreed, pursuant to Government Code, Section 895.4, Bellflower shall fully indemnify, defend, and hold harmless Contractor from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Bellflower this Agreement.

(b) Neither Contractor nor any officer or employee of Contractor shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Bellflower under this Agreement. It is also



understood and agreed, pursuant to Government Code, Section 895.4, Contractor shall fully indemnify, defend, and hold harmless Bellflower from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor this Agreement.

**9. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to Bellflower a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Bellflower nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent it or any of its officers, employees, or agents are in any manner officers, employees, or agents of Bellflower. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against Bellflower, or bind Bellflower in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Bellflower shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Bellflower. Bellflower shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. Bellflower, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with the Section.

**11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of Bellflower or Contractor, or their designees or agents, and no public official who exercises authority over responsibilities with respect to the services performed under this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

**12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Bellflower's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from Bellflower's City Manager or unless requested by the Bellflower's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed



under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Bellflower notice of such court order or subpoena.

(b) Contractor shall promptly notify Bellflower should Contractor, its officers, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. Bellflower retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Bellflower and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Bellflower's right to review any such response does not imply or mean the right by Bellflower to control, direct, or rewrite said response.

### **13. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal

Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

To Bellflower:	City of Bellflower Attention: Jeffrey L. Stewart, City Manager 16600 Civic Center Drive Bellflower, CA 90706
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To Contractor:	City of Santa Fe Springs Attention: Raymond R. Cruz, City Manager 11710 E. Telegraph Road Santa Fe Springs, CA 90670
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### **14. ASSIGNMENT**

Contractor shall, under no circumstances, assign this Agreement, in whole or in part, to another party without the express written consent of the City Council of Bellflower. On occasion, Contractor is allowed to use subcontractors for specialty items, such as installation of loop detectors, crane work, boring for underground conduits, etc.; provided, that Contractor has notified Bellflower's Public Works Director of such work.

### **15. GOVERNING LAW**

Bellflower and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the State or Federal district court with jurisdiction



over Bellflower.

**16. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between Parties relating to the obligations of Parties described in this Agreement. All prior or previous agreements, including, but not limited to, the 1995 Agreement, 2013 Agreement, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Parties are entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Subsequent modifications to this Agreement shall be effective only if in writing and signed by authorized representatives of Parties.



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

**CITY OF SANTA FE SPRINGS**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**CITY OF BELLFLOWER**

\_\_\_\_\_  
Jeffrey L. Stewart, City Manager

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

ATTEST:

\_\_\_\_\_  
Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karl H. Berger, City Attorney

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



ATTACHMENTS:

- Exhibit A: Locations for Maintenance of Traffic Control Devices
- Exhibit B: Scope of Work
- Exhibit C: Map of City Parking Lots
- Exhibit D: Map of Street Lights on Bellflower Boulevard
- Exhibit E: Map of Street Lights in Executive Tract



**CITY OF BELLFLOWER  
EXHIBIT A  
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES**

<b>ID No.</b>	<b>LOCATION</b>	<b>HIGHWAY SAFETY LIGHTS</b>	<b>ILLUMINATED STREET NAME SIGNS</b>
BLF 1	Alondra Boulevard & Bellflower Boulevard	6	0
BLF 2	Alondra Boulevard & Clark Avenue	4	0
BLF 3	Alondra Boulevard & Cornuta Avenue	2	0
BLF 4	Alondra Boulevard & Eucalyptus Avenue	2	0
BLF 5	Alondra Boulevard & McNab Avenue	2	0
BLF 6	Alondra Boulevard & Ryan Avenue	2	0
BLF 7	Alondra Boulevard & Virginia Avenue	2	0
BLF 8	Alondra Boulevard & Woodruff Avenue	4	0
BLF 9	Ardmore Avenue & Artesia Boulevard	3	0
BLF 10	Ardmore Avenue & Flower Street	4	0
BLF 11	Artesia Boulevard & Bellflower Boulevard	4	0
BLF 12	Artesia Boulevard & Canehill Avenue	2	0
BLF 13	Artesia Boulevard & Clark Avenue	4	0
BLF 14	Artesia Boulevard & Palo Verde Avenue	4	1
BLF 15	Artesia Boulevard & Woodruff Avenue	4	0
BLF 16	Beach Street & Woodruff Avenue	2	0
BLF 17	Bellflower Boulevard & Belmont Street	4	0
BLF 18	Bellflower Boulevard & Somerset Boulevard	4	0
BLF 19	Bellflower Boulevard & Flora Vista Street	4	0
BLF 20	Bellflower Boulevard & Flower Street	4	0
BLF 22	Bellflower Boulevard & Jefferson Street	2	0
BLF 23	Bellflower Boulevard & Oak Street	4	0
BLF 24	Bellflower Boulevard & Park Street	2	0
BLF 25	Bellflower Boulevard & Ramona Street	4	0
BLF 26	Bellflower Boulevard & Rose Street	6	0
BLF 27	Bellflower Boulevard & Rosecrans Avenue	4	0
BLF 28	Cedar Street & Clark Avenue	2	0
BLF 29	Civic Center Drive & Flower Street	2	0
BLF 30	Clark Avenue & Somerset Boulevard	4	0
BLF 31	Clark Avenue & Flower Street	4	0



**CITY OF BELLFLOWER  
EXHIBIT A  
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES**

<b>ID No.</b>	<b>LOCATION</b>	<b>HIGHWAY SAFETY LIGHTS</b>	<b>ILLUMINATED STREET NAME SIGNS</b>
BLF 33	Clark Avenue & Oak Street	1	0
BLF 34	Clark Avenue & Park Street	2	0
BLF 35	Clark Avenue & Rosecrans Avenue	4	0
BLF 36	Somerset Boulevard & Ryon Avenue	2	0
BLF 37	Somerset Boulevard & Woodruff Avenue	4	0
BLF 38	Flora Vista Street & Woodruff Avenue	3	0
BLF 40	McNab Avenue & Rosecrans Avenue	2	0
BLF 41	Palo Verde Avenue & 183rd Street/Allington	4	3
BLF 42	Rosecrans Avenue & Woodruff Avenue	4	0
BLF 43	Prichard Street & Clark Avenue	4	0
BLF 44**	Somerset Boulevard (EB) w/o Cabell Avenue	1	0
BLF 45**	Somerset Boulevard (WB) e/o Eucalyptus Avenue	2	0
BLF 46**	Somerset Boulevard & McNab Avenue (NE & SW corner)	0	0
BLF 47	Alondra Boulevard & Pacific Avenue	2	0
BLF 48	Clark Avenue at Bike Trail	2	0
BLF 49	Flora Vista Street at Flower Street	3	0
BLF 50**	Palm Street at Virginia Avenue - IP Crosswalk Lights and Flashing Ped Xing Signs	0	0
BLF 51**	Palm Street e/o Virginia Avenue EB & WB Radar Feedback Signs	0	0
BLF 52	Artesia Boulevard & California Avenue	2	0
BLF 53	Bellflower Boulevard & Walnut Street	4	0
BLF 54**	Bellflower Boulevard & Mayne Street Flashing Ped Xing Signs	0	0
BLF 55**	Bellflower Boulevard & Laurel Street Flashing Ped Xing Signs	0	0
BLF 56	Lakewood Boulevard at Paramount Place	3	2
BLF 57	Lakewood Boulevard at Somerset Boulevard	4	0
BLF 58	Lakewood Boulevard at Paseo Street	1	0
BLF 59	Lakewood Boulevard at Alondra Boulevard	4	0
BLF 60	Lakewood Boulevard at Flower Street	4	0
BLF 61	Lakewood Boulevard at Artesia Boulevard	4	0

\*\* Indicates locations that are flashing beacons or billed as flashing beacons

Note: nos. 21, 32, & 39 not used.



**CITY OF BELLFLOWER  
AGREEMENT FILE NO. 242.1 – EXHIBIT B**

**SCOPE OF WORK**

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Bellflower's forty-six (46) signalized intersections, and four (4) flashing beacons 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in similar services, as are required by Contractor, in meeting its obligations under this Agreement. All services required under this Agreement will be performed by Contractor, and all personnel shall possess the qualifications, permits and licenses required by the State and local law to perform such services.

A. Permits and Licenses

Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Agreement.

B. Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

C. Equipment Required

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of its own, while it is repairing the defective controller or component.

D. Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, arrival time to location, hour of day, description of service work performed, and the certified technician's name who completed the work. A copy of such record shall be maintained at all times within the controller cabinet of each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. Each invoice, including attachments, shall have a minimum of the following but not limited to:



1. Location of intersection
2. Technician Name
3. Detailed breakdown of work performed
4. Date of invoice and date of work performed
5. Technician arrival time
6. Requestor's name and call back number
7. Description of damaged work and work performed
8. Invoice number
9. Purchase Order Number

E. Shutdowns

Contractor shall request the assistance from Bellflower's Public Works Department at (562) 804-1424, extension 2259 and notify Bellflower's Director of Public Works or her/his authorized representative or designee at (562) 804-1424, extension 2285, of any signal turn-offs or turn-ons, if traffic is very heavy and Contractor feels it cannot safely bring up the signal.

F. Compliance

Contractor shall comply with all applicable codes, ordinances, laws, rules, regulations.

G. Labor Strike

It shall be the responsibility of Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in Bellflower. In case of a labor strike, Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause Bellflower to take whatever action is deemed necessary to provide such service, and the cost will be borne by Contractor.

H. Failure to Perform

If Contractor neglects to perform any of the work properly, or fails to perform any provision of this contract, then Bellflower, within three (3) days after written notice to Contractor, may, without prejudice to any other remedy it may have, make good on such deficiencies, and may deduct the cost thereof from the payment then or thereafter due Contractor; provided, however, that Bellflower's Director of Public Works shall approve such action, and certify the amount thereof to be charged to Contractor.

I. Measurement and Payment

Payment shall be made on a monthly basis for all work satisfactorily completed the prior month. A single invoice that itemizes as follows is



required:

- Routine Maintenance work; and
- Extraordinary Maintenance work

J. Routine Maintenance

The price for Routine Maintenance shall include the following services, and any other service not specified in this subsection shall fall under the category of "Extraordinary Maintenance."

(1) Coordination Timing

For non-interconnected pre-timed systems of pre-timed controllers, Contractor shall check coordination timing not less than once each month.

(2) Monthly Inspections

Contractor shall perform monthly inspections of each signalized intersection as follows:

- (a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing or damaged parts.

During the walk around, depress all pedestrian push buttons, and observe for proper timing operation and display. As soon as possible, replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary. Such repairs would be payable under Section K (Extraordinary Maintenance of this Agreement).

- (b) Closely examine the functioning of the traffic controller in relation to the approaching traffic, and compare the timing chart to the intervals that are timed by the traffic controller. Correct the time of intervals, if necessary, as per the timing card and notify Bellflower's Director of Public Works or his/her designee for verification of work performed.
- (c) Observe traffic as it approaches the intersection, in order to determine if the detector loops, detector loop cables, and amplifiers are operating properly. Adjust or re-tune detect amplifiers, if necessary.
- (d) Inspect all load switches, photo-cells, dials, controller cabinet switches, relays, clocks, cabinet locks, cabinet mechanisms, cooling fans, etc., and make routine adjustments or minor



repairs, if necessary.

- (e) Clean the controller cabinet; vacuum if necessary; remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause, and remedy the condition. Check the filter, and replace it if necessary.
- (f) Maintain a clear and accurate record of the field inspection in the controller cabinet. This record will include the monthly inspection summary showing the date and time checked, and who checked it. If a controller needs to be replaced due to malfunctioning and needs repair, then Contractor shall notify Bellflower's Public Works Department within 24 hours of controller replacement. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.
- (g) Replace the air filter elements in all cabinets so equipped, every twelve (12) months during the term of this Agreement.
- (h) A nighttime survey (Night Tour) shall be conducted quarterly to inspect and identify any inoperable intersection lighting, street and parking lot lighting, soffit lighting, and illuminated street name signing. A report of all findings and actions from such survey shall be sent to Bellflower's Director of Public Works for review.
- (i) Notify Bellflower's Public Works Department when the visibility of traffic signal indications or intersection lighting is impaired by trees, shrubbery, or other obstacles.

K. Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, replacement or excavation; or
- Minor upgrading or installation as directed by Bellflower.
- Repair of broken lenses, missing or damaged parts, burned-out indications, etc. that are found during the monthly Routine Maintenance and Night Tour inspections.

(1) Repair

Contractor shall repair any and all defective parts of the signal system that cause the signal failure or malfunction, as the occasion arises, such as the signal controller, pedestrian timers, timing dial,



master controllers, coordinating units, (State of California) synchronizer and interconnect, flashers, all kinds of burnouts, detector loops, push buttons, sensing units, communication hardware, and wiring systems, etc., unless the failure or malfunction falls in the category of "Routine Maintenance" as defined in this Agreement.

(2) Loop Detector Replacement

Once it is determined by Bellflower a saw cut has so deteriorated that applying more epoxy is insufficient, the loop detector shall be replaced upon receiving approval from Bellflower's Director of Public Works. Contractor shall provide a schedule for installation of any loop detectors with an estimated completion date.

(3) Lamp Replacement

Contractor shall replace all lamps and Light Emitting Diodes (LED's) in all signals on an 80% depletion curve, in accordance with the time schedule contained in the specifications. All traffic signal lamps must conform to the standards of the N.E.M.A., U.L., E.I.A., A.S.T.M., A.N.S.I., and any local ordinance that may apply.

If incandescent lamps are present and are in need of replacement based upon the above criteria, Contractor shall replace the lamp to an approved manufacturer LED.

Contractor agrees and acknowledges Bellflower's traffic signals contain LED's, which include red, amber and green balls and arrows.

(4) LED Replacement

Contractor agrees to use only standard traffic signal LED's equivalent in performance, reliability and durability to those manufactured to California Department Transportation's (Caltrans) standards. Contractor agrees to supply all labor and equipment to perform the re-lamping function, with the cost of the LED's and associated installation labor to be invoiced to Bellflower. Contractor shall clean, polish and inspect all lenses and reflectors at the time the traffic signals are re-lamped. At this time, all broken or deteriorated parts will be replaced or changed, as necessary, signal heads aligned, mast arm mounted, street name signs adjusted, and optically programmed signal heads adjusted.

(5) Pedestrian Signals and Street Name Signs

Contractor shall replace pedestrian signal modules and internally



illuminated street name sign lamps, as they become dim or inoperative. Contractor shall also replace ballasts and transformers for these units as required.

(6) Lighting at Intersections

Intersection lighting at signalized intersections are to be replaced as they become inoperative, or when directed by Bellflower. High pressure sodium lamps are to be used for replacement.

(7) Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps or LED's, turned heads and controller malfunctions, or any damage creating a public hazard. The intersections where said traffic signals are located shall be regularly monitored by Contractor or his representatives. Contractor shall repair parts, replace parts and lamps or LED's, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where representatives of Contractor can be reached 24 hours per day. This telephone number is to be made available to all persons designated by Bellflower.

Contractor shall make immediate service calls on an emergency basis, responding within one (1.5) hours in the event of malfunctions of the controller or signal system, or turned head.

(8) Notification

Contractor shall contact Bellflower's Director of Public Works regarding any Extraordinary Maintenance work (except that necessary to maintain operation) that exceeds \$1000 in cost and seek approval from Bellflower's Director of Public Works before the work is scheduled or commenced.

(9) Emergencies

When directed by Bellflower, Contractor shall respond immediately to emergency calls such as a total blackout, and dispatch the qualified personnel and equipment to reach the site within one (1.5) hours of Bellflower's direction under normal circumstances.

For an emergency repair of a signal that requires the turning off of power to the signal, the following procedure of traffic control shall apply.

(a) Contractor shall dispatch qualified personnel and



equipment to reach the site within one (1.5) hours of Bellflower's direction. Contractor's vehicle shall carry stop signs, traffic cones and other equipment that shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, Bellflower's Director of Public Works, or her/his designated representative.

(10) Materials

Materials used in Extraordinary Maintenance shall be paid at Contractor's actual cost from the supplier, plus a 15% markup. All materials and parts shall be new or have the approval of Bellflower's Director of Public Works, if otherwise not new. Bellflower has the right to inspect Contractor's records to verify any material costs used for work relating to Extraordinary Maintenance.

(11) Direct Labor

As part of its monthly invoice, Contractor shall present a record of hours spent on Extraordinary Maintenance of traffic signals and appurtenances per intersection. Bellflower shall pay Contractor's direct cost for such hours of Extraordinary Maintenance as stated below:

Regular time rates will be charged to Bellflower for labor between 6:00 am to 5:00 pm, Monday through Friday. Overtime rates will be charged to Bellflower for labor between 5:00 pm and 8:00 am on weekdays, and 24 hours on Saturdays, Sundays and holidays. Under this Agreement, holidays mean New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, the day before Christmas from 12 noon to 5:00 pm, if Christmas falls on a day other than Saturday, Sunday or Monday, Christmas Day, the day after Christmas, in those years in which Christmas falls on a Thursday and every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

(12) Equipment

Bellflower shall pay Contractor's direct cost for equipment used in Extraordinary Maintenance. All salvaged or damaged materials that cannot be repaired or reused shall be delivered by Contractor to a location designated by Bellflower's Engineer. All damaged materials that can be repaired for re-use in Contractor's signal shop, shall be removed to the shop for such repairs, and shall be reinstalled when



repaired.

(13) Painting

Contractor shall provide a cost to Bellflower to repaint all, signal heads, back plates and visors, unless directed otherwise by Bellflower, at least once during the term of this Agreement. Repainting shall be conducted by a method mutually agreed to by both parties.

(14) Maintenance and Inspections

Contractor shall provide intersection lighting and/or street lighting maintenance and inspections for the following specific areas in Bellflower: freeway underpasses, Alondra Bridge, Bellflower-owned parking lots, as show in Exhibit C, Bellflower-owned street lights on Bellflower Boulevard, as shown on Exhibit D, and in the Executive Tract, as shown on Exhibit E.

(15) Conflict Monitor Testing

Contractor shall provide conflict monitor testing. If Contractor determines a conflict monitor unit is defective or malfunctioning, then Contractor shall conduct repairs in accordance with Sections K.(1) and K.(8) above.

L. Protection and Traffic Control

(1) Protection

Contractor shall be responsible for, and shall provide and maintain all required barricades, railings, lights and warning signs, and shall take all necessary precautions to avoid injury or damage to any person or property, and shall, at its own cost and expense, defend, protect and indemnify Bellflower against any claim or liability arising from, or based on the lack of proper safeguards or negligence, whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and proper storage facilities during the progress of the work. It shall provide for the safety and good condition of all work, and replace all damaged or defective work, materials and equipment.

Contractor shall exercise diligence to avoid damage to sprinkler piping, valves, trees, planting, turf, etc., in addition to buildings, structures, pavement, fences and footings. Any required tree branch trimming or removal shall be brought to the attention of Bellflower



promptly, and shall be performed by Bellflower personnel.

M. Traffic Control

Traffic control shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), latest edition, and any deviations from the MUTCD must be approved by Bellflower's Director of Public Works or his/her designee.

Contractor shall conduct his operation as to cause the least possible obstruction and inconvenience to vehicular and pedestrian traffic.

Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the California MUTCD, latest edition, or as may be deemed necessary by Bellflower's Director of Public Works, to give adequate warning to the public at all times the road or street is obstructed, and of any abnormal conditions to be encountered as a result thereof.

(1) Payment for Traffic Control

Payment for barricading, protection and vehicular and pedestrian traffic control shall be included in the cost estimate for extraordinary maintenance to adequately perform the work involved to the satisfaction of Bellflower's Director of Public Works.

N. Guarantee

Contractor hereby guarantees the entire work performed by it under this Agreement will meet fully all requirements thereof as to quality of workmanship and materials furnished by it.

Contractor hereby agrees to make, as its own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by it that become known within one (1) year of the repair or replacement and upon notice to Contractor regarding said defects.

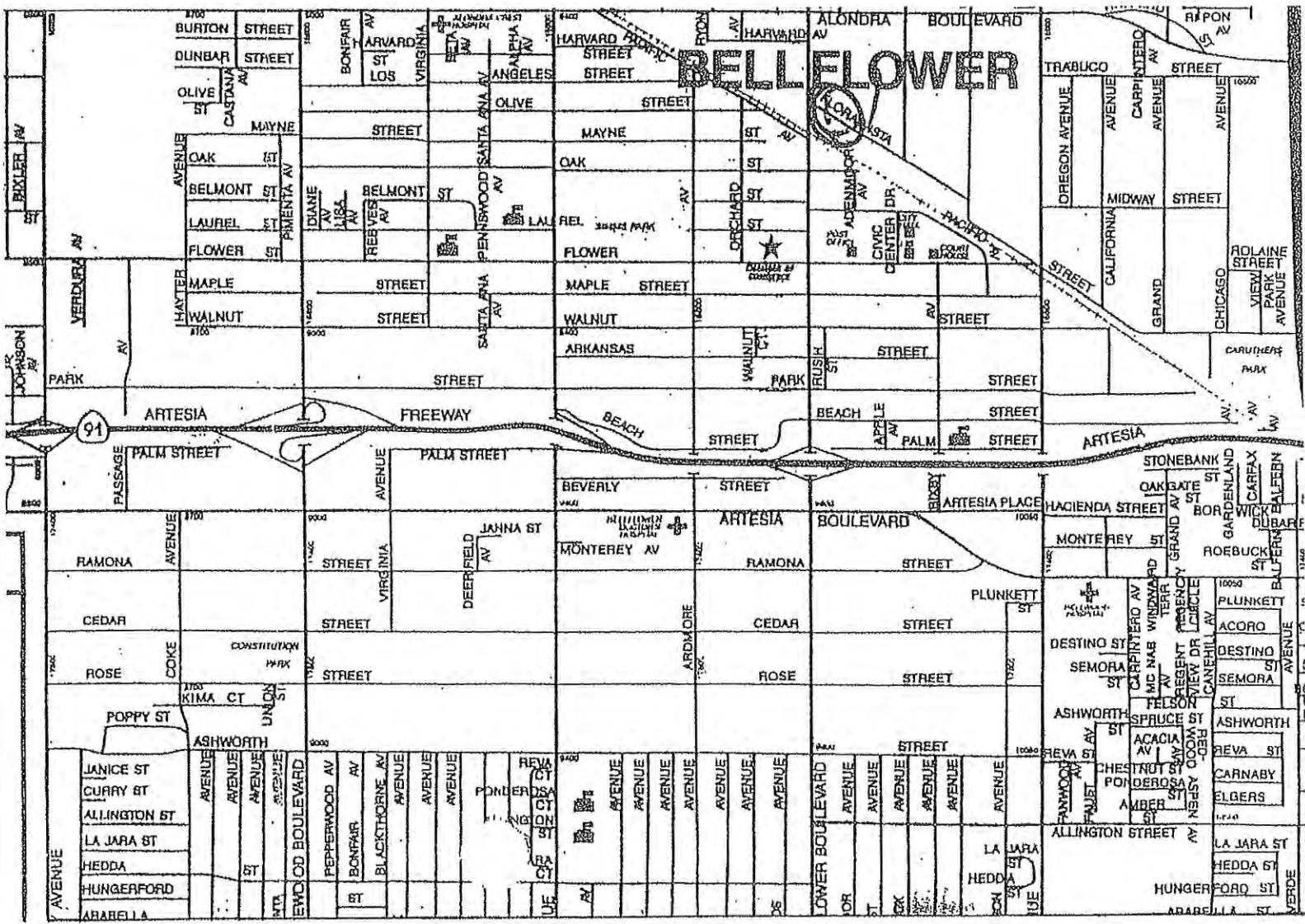
O. Record Requests

At the request of Bellflower's Director of Public Works or her/his designee, Contractor shall provide timing chart information, cost account information or any other documentation related to services provided by Contractor. All third party requests for records shall be routed through the City of Bellflower's Director of Public Works and all requested records will be routed to the Director of Public Works for release to the third party.

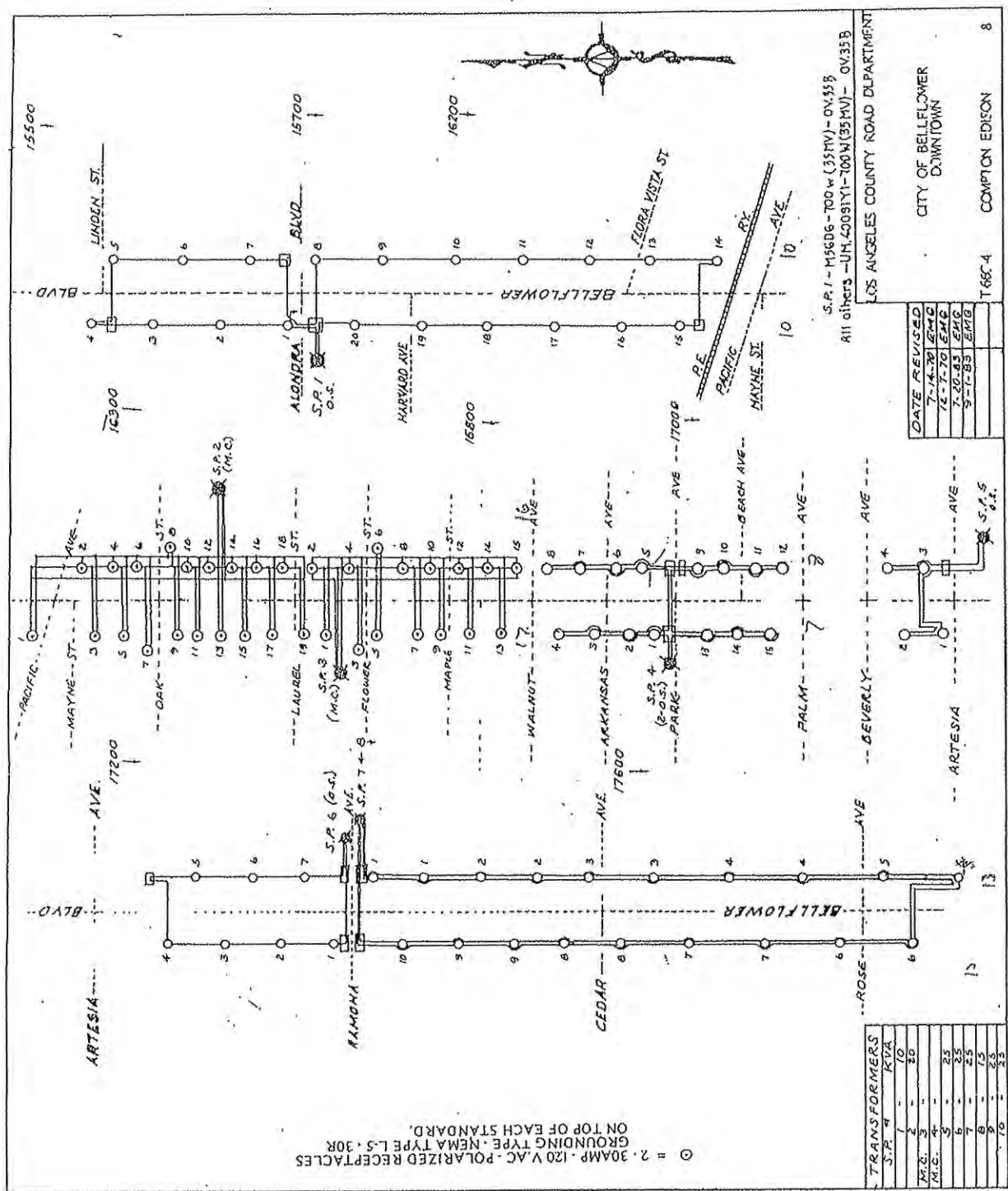


Contractor shall be entitled to compensation for such requests on a time and materials basis in accordance with Section 4.(e) of the Agreement.









① = 2. 30AMP. 120 V.A.C. POLARIZED RECEPTACLES  
GROUNDING TYPE, NEMA TYPE L-5-30R  
ON TOP OF EACH STANDARD.

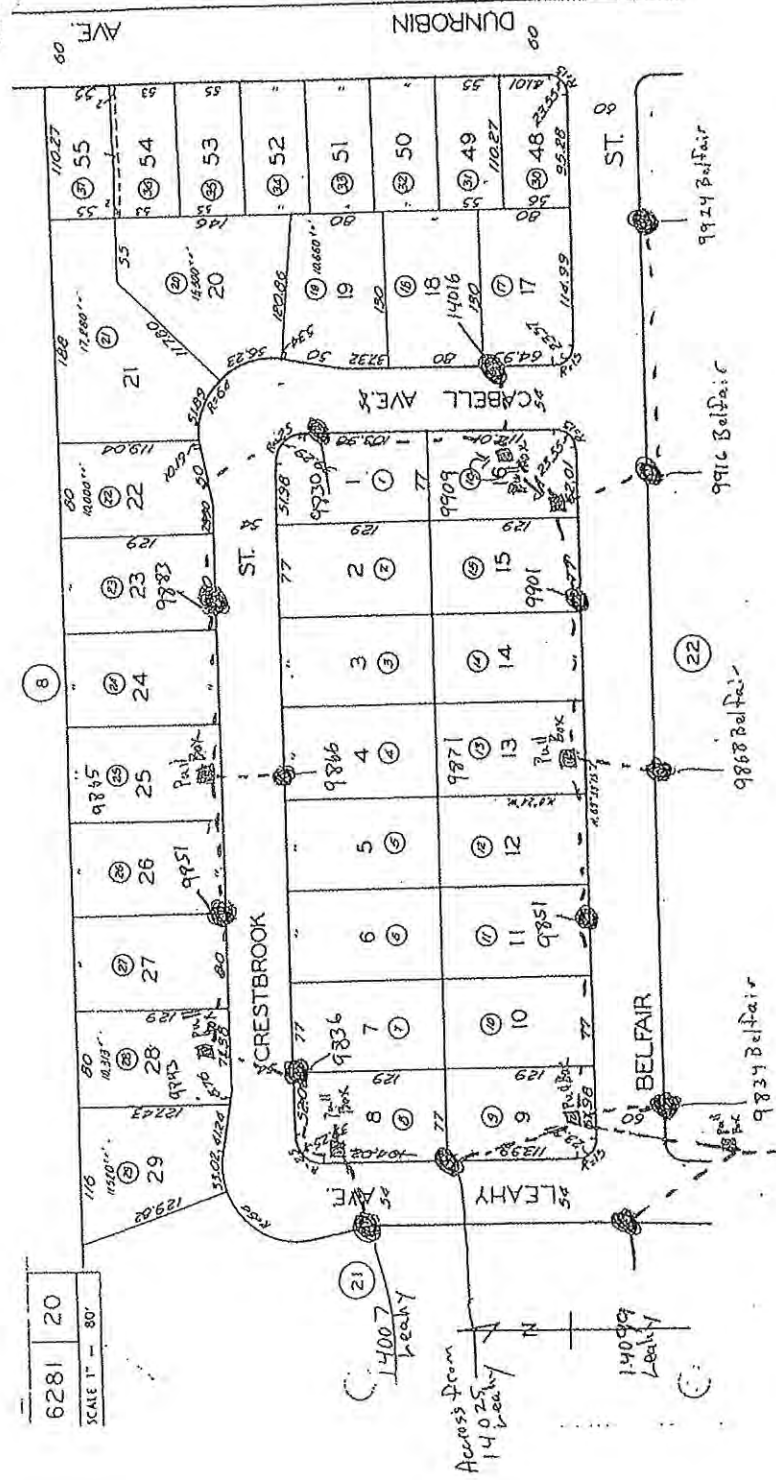
TRANSFORMERS	
S.P. 4	KVA
1	10
2	10
3	25
4	25
5	25
6	25
7	25
8	25
9	25
10	25

DATE REVISED	
7-14-70	EMD
12-7-70	EMD
7-20-83	EMD
5-1-85	EMD
1-1-85	EMD

S.P. 1 - M56D6 - 700W (35KV) - OV.35B  
All others - LH. 40081Y1 - 700W (35KV) - OV.35B  
LOS ANGELES COUNTY ROAD DEPARTMENT  
CITY OF BELFLOWER  
DOWNTOWN  
T 685-4 COMPTON EDISON 8



11-5-55  
10-20-56  
3-21-58  
70730



6281 20  
SCALE 1" = 80'

TRACT NO. 19478  
M.B. 497-17-18

CODE  
2308

Polio # 478218 E  
Power Source

LDR 8.14

FOR PREV. ASSESS. SEE:  
6279 - 22

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.





# *City of Santa Fe Springs*

City Council Meeting

April 24, 2018

## **PRESENTATION**

Proclaiming the Week of May 6 - 12, 2018 as "Municipal Clerks Week" in the City of Santa Fe Springs

## **RECOMMENDATION**

That the City Council proclaim the week of May 6-12, 2018 as "Municipal Clerks Week" in the City of Santa Fe Springs.

## **BACKGROUND**

Municipal Clerks Week was initiated in 1969 by the International Institute of Municipal Clerks (IIMC) and is endorsed by all its members throughout the United States, Canada and 15 other countries. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation official declaring Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

Municipal and Deputy Clerks' main function is to serve as the council's foundation. Other duties include, but are not limited to, preparing agendas, taking minutes, maintaining ordinance and resolutions files, keeping the municipality's historical records and service as the clearinghouse for information about the local government. Another important responsibility is administering part or all of the local election functions.

One of local government's oldest positions is the Municipal Clerk. Their duties have expanded over the years and, today, modern technology assist them with their increasing responsibilities. To stay abreast of new computer applications, records management and other relevant information, many Municipal and Deputy Clerks return to the classroom to increase their knowledge of these issues, learn new material and sharpen old skills.

The week of May of 6-12, 2018 Santa Fe Springs wants to recognize the important role that City Clerks have in local government.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachment**

2018 City Clerks Week Proclamation

Report Submitted By: Janet Martinez,  
City Clerk

Date of report: April 21, 2016

**ITEM NO. 19A**



# *Proclamation*

*Municipal Clerks Week*

*May 6 - 12, 2018*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, the City of Santa Fe Springs, do*

*recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, \_\_\_\_\_ and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018*

*Mayor*

*Attest: \_\_\_\_\_*





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## **PRESENTATION**

Proclaiming April 27, 2018 as "National Arbor Day"

## **RECOMMENDATION**

That the City Council proclaim April 27, 2018 as "National Arbor Day".

## **BACKGROUND**

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which would be called Arbor Day. Trees play an integral part of the urban landscape by providing aesthetic and environmental benefits to neighborhoods. The City of Santa Fe Springs places great value in maintaining and preserving the 7,006 trees that make up the City's urban forest. The Arbor Day Foundation has recognized this investment and bestowed upon the City the national designation award of Tree City USA for the 32nd consecutive year.

The Arbor Day Foundation is a non-profit, environmental and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the United States Department of Agriculture Forest Service sponsors the Tree City USA program.

This year, the City of Santa Fe Springs will be honoring the Arbor Day tradition by planting a tree at Santa Fe Christian School.

The Mayor may wish to call upon Noe Negrete, Director of Public Works, to receive the proclamation.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachment:  
Proclamation

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: April 19, 2018

**ITEM NO. 19B**



## NATIONAL ARBOR DAY PROCLAMATION

*WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

*WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

*WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and*

*WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

*WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and*

*WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;*

*NOW, THEREFORE, I, Jay Sarno, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 27, 2018 as*

### NATIONAL ARBOR DAY

*in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees.*

*DATED this 24th day of April, 2018*

---

JAY SARNO, MAYOR

ATTEST:

---

JANET MARTINEZ, CMC, CITY CLERK





# *City of Santa Fe Springs*

*City Council Meeting*

*April 24, 2018*

## **PROCLAMATION**

Proclaiming the Month of May 2018 as "Mental Health Awareness Month" in the City of Santa Fe Springs.

## **RECOMMENDATION**

That the City Council proclaim the month of May 2018 as "Mental Health Awareness Month" in the City of Santa Fe Springs.

## **BACKGROUND**

Mental Health Awareness Month (also referred to as Mental Health Month) has been observed in May in the United States since 1949. These efforts were launched by Mental Health America to raise awareness about mental health conditions and the importance of healthy minds for everyone.

Mental health is essential to everyone's overall health and well-being. When we talk about health, we can't just focus on physical health; we need to focus on the "whole health" which includes our bodies and minds together. Like other chronic health diseases, when it comes to mental health issues, we need to address symptoms early, identify the underlying disease, and plan an appropriate course of action towards a healthy mind. A healthy lifestyle can help prevent the onset, or worsening, of mental health conditions such as depression and anxiety, as well as physical conditions including heart disease, diabetes, obesity and other chronic health problems. A healthy lifestyle can also play a big role in helping people recover from these mental & physical health conditions. Taking good care of your body and mind will help you live a longer healthier life.

This year's theme for Mental Health Awareness Month is *Fitness #4Mind4Body*. It focuses on what we as individuals can do to be fit for our own futures, no matter where we are on our personal journeys to health and wellness. *Fitness #4Mind4Body* includes making healthier food choices, managing stress, exercising, and getting enough sleep.

During the month of May, we challenge everyone to take a daily step toward a healthier mind & body. Consider joining the City's walking club which meets every Tuesday & Thursday at Heritage Park, join a health & wellness class taught by PIH Health, attend one of Chef Renee's Cooking Workshops at the Library, or make an appointment to meet with one of the City's Case Workers for more mental health resources.



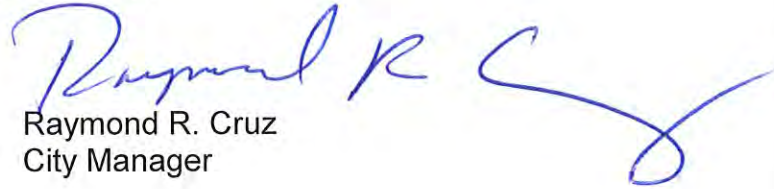


# *City of Santa Fe Springs*

*City Council Meeting*

*April 24, 2018*

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

  
Raymond R. Cruz  
City Manager

Attachment

Proclamation – Mental Health Awareness Month



**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, research shows that healthy eating, exercise, sleep, and stress management can help Americans protect their mental and physical health and well-being; and

**WHEREAS**, with effective treatment, individuals with mental health conditions can live long healthy lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental health, and support prevention efforts.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs, hereby proclaim May 2018 as

**"MENTAL HEALTH AWARENESS MONTH"**

In Santa Fe Springs and call upon its citizens, businesses, and schools in Santa Fe Springs to increase awareness and understanding of mental health issues, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

DATED this 24<sup>th</sup> day of April 2018

\_\_\_\_\_  
JAY SARNO, MAYOR

ATTEST:

\_\_\_\_\_  
JANET MARTINEZ, CMC, CITY CLERK





# *City of Santa Fe Springs*

*City Council Meeting*

*April 24, 2018*

## **PROCLAMATION**

Proclaiming the Month of May 2018 as "Older Americans Month" in the City of Santa Fe Springs

## **RECOMMENDATION**

That the City Council proclaim the month of May 2018 "Older Americans Month" in the City of Santa Fe Springs.

## **BACKGROUND**

Older Americans Month was established in 1963 by former President John F. Kennedy and members of the National Council of Senior Citizens. During this time, only 17 million living Americans had reached their 65<sup>th</sup> birthday and about a third of older Americans lived in poverty and there were few programs to meet their needs. According to the Administration on Aging and the Administration for Community Living, interest in older Americans and their concerns was growing which led to designating May as "Senior Citizens Month," the prelude to "Older Americans Month."

Traditionally, Older Americans Month had been a time to acknowledge the contributions of past and current older persons to our country, in particular those who defended our country. However, this has changed over the years. Fast forward to the present, during the month of May the entire nation is asked to pay tribute in some way to older persons in our communities. During this month, we take time to appreciate and celebrate the vitality and contributions of older adults in our City.

This year's Older Americans Month theme "Engage at Every Age" emphasizes that you are never too old (or too young) to take part in activities that can enrich your physical, mental and emotional well-being and celebrates the many ways older adults make a difference in our communities. This May, communities across the nation will recognize older Americans as productive, active, and influential members of society.

The Family & Human Services Division in the Department of Community Services continues to provide services, support, and resources to older adults year-round. However, throughout the month of May, we will specifically conduct special activities that promote mental and physical wellness, volunteerism, and community engagement. We will also focus on celebrating their contributions to our community through their participation in our many programs, events, and advisory committees.





## *City of Santa Fe Springs*

*City Council Meeting*

*April 24, 2018*

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

  
Raymond R. Cruz  
City Manager

Attachment

Proclamation – Older Americans Month



**WHEREAS**, there are more than 5 million older adults living in California; and,

**WHEREAS**, the Family & Human Services Division is committed to valuing all older adults and recognizing their ongoing life achievements; and,

**WHEREAS**, older adults in Santa Fe Springs play an important role in our community by continuing to contribute their life experience, knowledge, wisdom, and accomplishments; and,

**WHEREAS**, our community can provide opportunities to allow older adults to continue to flourish by:

- Emphasizing the importance of elders and their leadership by recognizing their continued achievements
- Presenting opportunities for older adults to share their wisdom, experience, and skills
- Recognizing older adults as a valuable asset in strengthening American communities

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs, hereby proclaim May 2018 as

**“OLDER AMERICANS MONTH”**

in Santa Fe Springs.

DATES this 24<sup>th</sup> day of April 2018

\_\_\_\_\_  
JAY SARNO, MAYOR

ATTEST:

\_\_\_\_\_  
JANET MARTINEZ, CMC, CITY CLERK





# *City of Santa Fe Springs*

## *City Council Meeting*

*April 24, 2018*

### **PRESENTATION**

#### **Recognition of 2018 Santa Fe Springs Fun Run/Walk Event Sponsors**

### **RECOMMENDATION**

That the City Council recognize the 2018 SFS Fun Run/Walk event sponsors.

### **BACKGROUND**

In the last 5 years, the City of Santa Fe Springs has taken a more proactive approach to creating health and wellness programs within the City. Through our health & wellness initiative, "Step Up Santa Fe Springs Embrace Your Health", we continuously strive to educate and empower the community to improve and maintain overall health and well-being and to advocate for a healthy community culture.

The development and implementation of the Fun Run/Walk and Health & Wellness Resource Fair was to address the goals of the initiative as well as the high obesity and chronic disease rates in our community. Now in its 4<sup>th</sup> year, the Department of Community Services once again collaborated with many agencies to bring back the Fun Run/Walk and Health & Wellness Resource Fair which took place on Saturday, April 21, 2018 from 7 a.m. – 10 a.m. at Town Center Plaza. A total of 1,300 participants ran or walked a 3.1 mile route that took them along various city streets. Upon completion of the run/walk, all participants received a finisher's medal and top three winners in age categories received winner's medals.

Once the run/walk was completed, participants and their families were able to take advantage of the resources and information provided by the 10 community agencies present at the Health & Wellness Resource Fair.

This event was made possible thanks to the generosity of local businesses, local schools, and community participation. Our sponsors' monetary and in-kind donations sincerely made the 2018 SFS Fun Run/Walk a huge success.

### **MONETARY SPONSORS**

PIH Health	\$1,500.00
Republic Services	\$ 1,000.00
CLW Plastic Bag Mfg., Co.	\$ 500.00
Gabriel Container	\$ 251.00
Whittier Hospital Medical Center	\$ 300.00





# *City of Santa Fe Springs*

*City Council Meeting*

*April 24, 2018*

## **IN-KIND DONATIONS**

VADEAL Print	\$2,875.00 in print donation for 1,850 t-shirts
KIND Bars	\$2,000.00 in protein bars for participants
Starbucks Coffee Company	\$2,000.00 in coffee and tea for participants
Downey Wholesale	\$1,000.00 in 1,850 water bottles for participants
Central Basin Municipal Water District	10 cases of 32 water bottles (approximately \$50)
Norwalk/La Mirada Plumbing	10 cases of 32 water bottles (approximately \$50)
Little Lake City School District	Use of the district yard
SFS Fire Fighters' Association	Secured 1,000 pieces of fruit from Del Monte Foods

Total monetary donations: \$ 3,551.00

Total in-kind donations: \$ 7,975.00

**TOTAL DONATIONS: \$11,526.00**

The Mayor may wish to call on Maritza Sosa-Nieves, Management Assistant, to assist with the presentation.

## **FISCAL IMPACT**

Monetary and in-kind event sponsorships totaling \$11,526.00.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager





# City of Santa Fe Springs

City Council Meeting

April 24, 2018

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	3	Sarno
Family & Human Services	1	Sarno
Historical	2	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	2	Zamora
Parks & Recreation	1	Moore
Parks & Recreation	2	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	2	Rounds
Sister City	4	Sarno
Sister City	3	Zamora
Youth Leadership	1	Trujillo

**Applications Received:** None

**Recent Actions:** None.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

**Attachments:**

Committee Lists

Prospective Members



## **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 4/17/18

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Jeanette Wolfe	(19)
Sarno	Irene Pasillas	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Mary Jo Haller	(18)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Debra Cabrera	(19)

*\*Indicates person currently serves on three committees*



# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 2/2/18

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Vacant	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

**Organizational Representatives:** Nancy Stowe  
(Up to 5) Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*Indicates person currently serves on three committees*



## HERITAGE ARTS ADVISORY COMMITTEE

updated 3/26/18

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	AJ Hayes	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 4/17/18

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,  
Heritage Park Train Depot

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

Membership: 20

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

*\*Indicates person currently serves on three committees*



# PARKS & RECREATION ADVISORY COMMITTEE

updated 2/2/18

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<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)
	<b>Vacant</b>	(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
Moore	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

*\*Indicates person currently serves on three committees*



## SISTER CITY COMMITTEE

updated 4/17/18

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	AJ Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

*\*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

AJ Hayes

Zamora

Nancy Romo

\*Albert Hayes removed on 7/19/17



## YOUTH LEADERSHIP COMMITTEE

updated 2/2/18

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	<b>Vacant</b>	(18)