



AGENDA

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

**August 23, 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.

City of Santa Fe Springs
Regular Meetings

August 23, 2018

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 July 26, 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 July 26, 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. 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

Minutes of the July 26, 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.

Minutes of the July 26, 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 July 26, 2018 Study Session, Special Meeting and Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

- b. Imperial Highway Underpass Storm Pump Retrofit – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Caliagua, Inc. of Yorba Linda, California in the amount of \$7,094.50 for the subject project.

NEW BUSINESS

8. Award of Contract – Further Evaluation of a Community Revitalization and Investment Authority (CRIA)

Recommendation: That the City Council:

- Appropriate \$15,000 from the Unassigned General Fund Reserve to Activity #9007-4400
- Award a contract to Kosmont and Associates, Inc., in an amount not to exceed \$15,000; and
- Authorize the Mayor or designee to execute an Agreement with Kosmont and Associates, Inc., for further evaluation of a Community Revitalization and Investment Authority (CRIA).

City of Santa Fe Springs
Regular Meetings

August 23, 2018

9. On-Call Land Development Plan Checking Services – Authorization to Issue an Request for Proposals
Recommendation: That the City Council:
- Authorize the Director of Public Works to issue a Request for Proposals to retain one or more firms to provide On-Call Land Development Plan Checking Services on an as-needed basis.
10. Listing Agreement with Cushman and Wakefield of California, Inc., as sole agent, the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670
Recommendation: That the City Council:
- Enter into a listing Agreement with Cushman and Wakefield of California, Inc., for the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at 11760 Telegraph Road, Santa Fe Springs, California 90670; and
 - Authorize the Mayor or designee to execute the Listing Agreement with Cushman and Wakefield of California, Inc., to negotiate the renewal of the ground lease with USPS.

CLOSED SESSION

11. CONFERENCE WITH LEGAL COUNCIL – EXISTING LITIGATION
(Pursuant to California Government Code Section 54956.9(d)(1))
Case Information: CalPERS Case No. 2017-0586 and also identified by Office of Administrative Hearings (OAH) Case No. 2017120843
12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to California Government Code Section 54956.8)
Property: 11760 Telegraph Road, Santa Fe Springs, CA
Agency Negotiator: Michael Foley, Cushman & Wakefield
Negotiating Party: U.S. Postal Service
Under Negotiation: Price and Terms of Lease Agreement

Items 13 – 22 will occur in the 7:00 p.m. hour.

13. **INVOCATION**
14. **PLEDGE OF ALLEGIANCE**
15. **INTRODUCTIONS**
- Representatives from the Chamber of Commerce
16. **ANNOUNCEMENTS**

City of Santa Fe Springs
Regular Meetings

August 23, 2018

17. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

18. PRESENTATIONS

- a. Introduction of New Employee, Arthur Cervantes, Assistant Civil Engineer
- b. Presentation to Maria Eggers upon her Retirement

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

20. 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.

21. COUNCIL COMMENTS

22. 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

August 16, 2018
Date

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



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.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/18

None

Outstanding principal at 7/31/18

\$38,384,816

Bond Repayment

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. 7**



City of Santa Fe Springs

Water Utility Authority Meeting

August 23, 2018

CONSENT CALENDAR

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 7/31/18	None
Outstanding principal at 7/31/18	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 7/31/18	None
Outstanding principal at 7/31/18	\$1,800,000

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.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 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.



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

August 23, 2018

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Imperial Highway Underpass Storm Pump Retrofit

Caliagua was awarded the project and work began at the Imperial Underpass on July 9, 2018. Existing pumps, motors, and pipe fittings were disconnected and removed. The two new pumps, corresponding motors, and pipe fittings were installed and connected on July 12th. The project has been completed and there is a corresponding staff report requesting Final Payment and approval for this project.

Water Well No. 12 – Packer Testing Hydrogeological Services

City Council directed Staff to evaluate the option of installing well packers to eliminate the potential sources of elevated concentrations of iron and hydrogen sulfide. Staff prepared a Request For Proposals and received two proposals on August 14, 2018. Staff will evaluate the proposals and bring forth the recommendation on how to proceed to City Council on approximately September 27, 2018.

INFRASTRUCTURE IMPACT

The completion of the Imperial Underpass project will greatly improve reliability, efficiency, and public safety during storm and flooding conditions. The production of adequate water quality by Water Well No. 12 is imperative to addressing the City's water demands.

FISCAL IMPACT

The Imperial Highway Underpass Project is funded through the one-time non-recurring account. Funding for the Water Well No. 12 – Packer Testing Hydrogeological Services is available through the Water CIP Fund.

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

Raymond R. Cruz
Executive Director

Attachments:
None

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

ITEM NO. 4C

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 7

FOR ITEM NO. 6
PLEASE SEE ITEM NO. 7



City of Santa Fe Springs

City Council Meeting

August 23, 2018

APPROVAL OF MINUTES

Minutes of the July 26, 2018 Study Session, Special Meeting and Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- July 26, 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 July 26, 2018



APPROVED:

MINUTES OF THE MEETING OF THE CITY COUNCIL

July 26, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 5:00 p.m.

2. **ROLL CALL**

Members present: Councilmembers: Moore, Trujillo, and Zamora, Mayor Pro Tem Trujillo and Mayor Rounds.

Members absent: None

CITY COUNCIL

STUDY SESSION

3. Presentation on the Community Revitalization & Investment Authority ("CRIA") – Preliminary Feasibility Analysis

Recommendation: That the City Council:

- Provide direction to staff regarding the next steps towards CRIA formation and preparation of a CRIA plan.

Planning Director Wayne Morrell introduced Joseph Dieguez, Senior Vice President of Kosmont Companies.

Mr. Dieguez provided a brief presentation on Item No. 3.

Discussion ensued amongst Council.

City Manager Raymond Cruz noted that the city is currently in a deficit and is not in a position to invest in the project.

Council Member Moore proposed to have Mr. Dieguez make an analysis, and to appropriate the requested amount between \$12,000 and \$17,500.

May Sarno requested to appropriate a maximum of \$15,000 for the analysis.

City Attorney Yolanda Summerhill stated that based on the presentation material provided today, the City Council had sufficient information to bring forth an appropriation at a subsequent meeting.

Minutes of the July 26, 2018 Study Session City Council Meetings

ADJOURNMENT

Mayor Sarno adjourned the meeting at 6:11 p.m.

ATTEST:

Janet Martinez
City Clerk

Jay Sarno
Mayor

Date



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

July 26, 2018

1. **CALL TO ORDER**

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

2. **ROLL CALL**

Members present: Councilmembers: Moore, Trujillo, and Zamora, Mayor Pro Tem Trujillo and Mayor Rounds.

Members absent: None

CITY COUNCIL

CLOSED SESSION

3. **CONFERENCES WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees' Association

Mayor Sarno recessed the meetings at 5:45 p.m.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 6:10 p.m.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

July 26, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:13 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 \$150.00 for their attendance at meetings.

Mayor Sarno called upon the City Attorney, Yolanda Summerhill, to report on the Closed Session that occurred at 6:00 p.m. Attorney Summerhill reported that no action was taken.

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the June 28, 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 Mayor Pro Tem Trujillo, seconded by Council Member Rounds, approving Item No. 3A, and 3B, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the June 28, 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.

NEW BUSINESS

- d. Water Well No. 12 - Packer Testing Hydrogeological Services – Award of Contract

Recommendation: That the Water Utility Authority:

- Authorize the Director of Public Works to Advertise a Request for Proposals to Provide Hydrogeological Services to Prepare Specifications to Install Well Packers to Water Well No. 12 and Provide Follow-up Testing of Water Quality.

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

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

HOUSING SUCCESSOR

5. Minutes of the June 28, 2018 of the Housing Successor Agency.

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

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

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: 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

Minutes of the June 28, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

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

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

CITY COUNCIL

7. CONSENT AGENDA

a. Minutes of the June 28, 2018 City Council Meetings

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Slurry Sealing Various Streets Phase II – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Doug Martin Contracting Co., Inc. of La Habra, California in the amount of \$93,295.05 for the subject project.

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

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

PUBLIC HEARING

8. Resolution No. 9597 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2018/19)

Recommendation: That the City Council:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9597 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2018/19.

Public Hearing opened at 6:15 p.m.

Public Hearing closed at 6:16 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to open the Public Hearing, receiving any comments from the public wishing to speak on this matter and thereafter close the Public Hearing, adopting Resolution No. 9597 confirming the diagram and assessment, and providing for annual assessment levy; and authorizing the Director of Finance to execute all documents

necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2018/19, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

PUBLIC HEARING

9. Resolution No. 9598 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2018/19

Recommendation: That the City Council:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Conduct a Public Hearing and adopt Resolution No. 9598 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2018/19.

Public Hearing opened at 6:16 p.m.

There were no speakers present.

Public Hearing closed at 6:17 p.m.

It was moved by Council Member Rounds, seconded by Council Member Moore, to open the Public Hearing, receiving any comments from the public wishing to speak on this matter and thereafter close the Public Hearing, conducting a Public Hearing and adopting Resolution No. 9598 confirming the diagram and assessment, and providing for annual assessment levy; and authorizing the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2018/19, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

PUBLIC HEARING

10. Confirmation of 2017/18 Weed Abatement Charges

Recommendation: That the City Council:

- Confirm the charges listed in the Los Angeles County Agricultural Commissioners 2017/2018 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Public Hearing opened at 6:17 p.m.

There were no speakers present.

Public Hearing closed at 6:17 p.m.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to confirm the charges listed in the Los Angeles County Agricultural Commissioners 2017/2018 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

COUNCIL MEMBER REQUESTED ITEM

11. Market Rent Appraisal of the Ground Lease of the Santa Fe Springs Post Office, located at 11760 Telegraph Road, Santa Fe Springs, CA 90670

Recommendation: That the City Council:

- Receive and file the results of the Market Rent Appraisal of the ground lease of the Santa Fe Springs Post Office;
- Provide staff with direction regarding Cushman & Wakefield's proposal to negotiate, on the behalf of the City, a new lease agreement with the United States Post Office; and
- Provide staff with direction, in the event, a new lease agreement cannot be reached with the United States Post Office; and
- Provide staff with direction, other than what is enumerated above.

Council directed staff to bring the item back to a future meeting with an agreement to be considered.

Mayor Sarno recommended sub-committee to discuss the lease negotiations. No further discussion was made.

Staff noted they would bring the item back at a future meeting.

ORDINANCE FOR ADOPTION

12. Zone Change Case No. 137

Ordinance No. 1093: An Ordinance of the City Council of the City of Santa Fe Springs, requesting approval of Zone Change Case No. 137, to change the zoning designation for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from PF (Public Facilities) to R-3-PD (Multiple Family Residential – Planned Development). (Storm Properties, Inc.)

Recommendation: That the City Council:

- Find that Zone Change Case No. 137 satisfies the criteria and conditions set forth in Section 155.825 et. seq. of the City Code for the granting of a Change

of Zone request; and

- Find that Zone Change Case No. 137, involving the proposed Change of Zone from PF, Public Facilities to R-3-PD, Multiple Family Residential – Planned Development, is consistent with the City's General Plan; and
- Waive further reading and adopt Ordinance No. 1093, approving Zone Change Case No. 137.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to find that Zone Change Case No. 137 satisfies the criteria and conditions set forth in Section 155.825 et. seq. of the City Code for the granting of a Change of Zone request; and find that Zone Change Case No. 137, involving the proposed Change of Zone from PF, Public Facilities to R-3-PD, Multiple Family Residential – Planned Development, is consistent with the City's General Plan; and waive further reading and adopt Ordinance No. 1093, approving Zone Change Case No. 137, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

NEW BUSINESS

13. Second reading of Ordinance No. 1094 of the City of Santa Fe Springs, California enacting a transactions and use tax to be administered by the Department of Tax and Fee and Selection of Councilmembers to Submit Arguments

Recommendation: That the City Council:

- Give second reading and adopt Ordinance No. 1094 of the City of Santa Fe Springs, California enacting a transactions and use tax to be administered by the Department of Tax and Fee Administration, subject to adoption by the electorate;
- Select Council Members to submit arguments.

It was moved by Mayor Pro Tem Trujillo and seconded by Council Member Moore, to adopt Ordinance No. 1094 of the City of Santa Fe Springs, California enacting a transactions and use tax to be administered by the Department of Tax and Fee Administration, subject to adoption by the electorate; and select by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

Mayor Sarno inquired if anyone had a nomination to designate a member of the City Council to prepare the argument in favor and rebuttal for the sales tax measure. Mayor Sarno was appointed as the designee to prepare the argument in favor and rebuttal.

14. Request to Adopt Resolutions No. 9599, 9600 and 9601 Pertaining to the City's General Municipal Election to be held on Tuesday, November 6, 2018

Recommendation: That the City Council:

- Adopt Resolution No. 9599, calling a general municipal election to be held

- November, 2018 for the election of three (3) Council Members; and
- Adopt Resolution No. 9600, requesting the board of supervisors of the County of Los Angeles to consolidate a general municipal election for the purpose of electing three (3) council members to be held on Tuesday, November 2018 with the statewide general election.
 - Adopt Resolution No. 9601, adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 6, 2018.

It was moved by Council Member Moore, seconded by Council Member Rounds, to adopt Resolution No. 9599, calling a general municipal election to be held November, 2018 for the election of three (3) Council Members; and adopt Resolution No. 9600, requesting the board of supervisors of the County of Los Angeles to consolidate a general municipal election for the purpose of electing three (3) council members to be held on Tuesday, November 2018 with the statewide general election, and adopt Resolution No. 9601, adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November, 6, 2018, by the following vote:

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

15. Measure Letter Designation

Recommendation: That the City Council:

- Designate a letter for the Transaction and Use Tax measure that will be placed on the ballot for the November 6, 2018 election.

The City Council directed the City Clerk to submit the letters Y, S, A to the County for the Measure letter designation.

16. Sale of Parcel APN 8007 – Process and Expenditures

Recommendation: That the City Council:

- Provide direction regarding the Potential Sale of City Assessors' Parcel Number (APN) 8007-001-909 (Camp Fire Girl's Parcel) to Rafael Rosalez (Horizon Nursery).

Director of Public Works Noe Negrete provided a brief presentation relating to Item No. 16.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to initiate an approval for the sale of Parcel APN 8007 of a price not to exceed \$11,750.00 by the following vote:

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

17. Approval of Funding for Miscellaneous Concrete Improvement Project FY 2018/19 Under the CDBG Co-Op Agreement with the County of LA

Recommendation: That the City Council:

- Approve FY 2018-2019 CDBG Funding in the amount of \$103,000;
- Appropriate \$91,000 from UUT Funding to Miscellaneous Concrete Improvement Project; and
- Conduct Public Hearing on August 23, 2019 at 6:00 p.m. in the City Council Chambers to Provide for Citizen Review and Comment on the Proposed Project.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to approve FY 2018-2019 CDBG Funding in the amount of \$103,000, appropriate \$91,000 from UUT Funding to Miscellaneous Concrete Improvement Project, and to conduct a Public Hearing on August 23, 2019 at 6:00 p.m. in the City Council Chambers to Provide for Citizen Review and Comment on the Proposed Project, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

Mayor Sarno recessed the meetings at 6:49 p.m.

Mayor Sarno convened the meeting at 7:06 p.m.

18. INVOCATION

Invocation was led by Council Member Zamora.

19. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

20. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Kathie Finke, Wendy Meador from Tangram Interiors and Daniel O'Marah from Starbucks.

21. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Grandparent & Me Day! – Friday, July 27 2018 from 2:00 p.m. to 5:00 p.m.
- "Read Down" Your Fine\$! – Now through August 25, 2018.
- Teen Swim Party! – Friday, August 3, 2018 from 7:00 p.m. to 9:00 p.m.

22. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager Raymond Cruz spoke about tonight's 1% tax item on tonight's agenda, he noted that he made presentations to advisory committees and commissions relating to the tax measure.
- Public Works Director Noe Negrete talked about the stop sign issue at Alburdis Avenue/Pioneer Blvd and Jersey Avenue/Pioneer Blvd. Reflectors were added to both intersections to ensure that residents do not avoid the stop signs.
- Planning Director Wayne Morrell spoke about the 21st Annual EDDY awards, for most business friendly city in Los Angeles County.
- Council Member Moore inquired the status of the bakery by ALDI. Mr. Morrell noted that it is currently under construction and is estimated to open within a few months.
- Police Services Director Dino Torres spoke about the pink awareness month patches sold by Whittier Police Department. He noted that it would be announced on social media. He also spoke about the new traffic officer, highlighting that it will be the second month of having him working with the city and he noted there were 240 citations issued in Santa Fe Springs.
- Captain Davis spoke in regards to residential burglaries; they have seen a decrease of 2% within Santa Fe Springs.
- Fire Chief Brent Hayward spoke about an early responder's film for training purposes.
- Finance Director Travis Hickey spoke about meeting with the sales tax consultants this week, and noted that there will be a 2% growth within the next few years. He also spoke about the South Dakota Wayfair Tax.
- Community Services Director Maricela Balderas spoke about the child care site.

23. PRESENTATIONS

- a. Presentation to Sylvia Arias upon her retirement
- b. Recognition of Europa Soñada International Travel for 13 Years of Business in Santa Fe Springs
- c. Presentation from the office of Supervisor Janice Hahn – Grant award for Park Security Measures at Los Nietos Park; 2) back to school donations; 3) mariachi at divas concert July 13

24. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments
No appointments were made.

25. ORAL COMMUNICATIONS

No comments were made.

26. COUNCIL COMMENTS

Council Member Moore thanked staff for putting together the summer concerts. He also thanked the new traffic officer and Fire Department for their assistance.

***Minutes of the June 28, 2018 Public Finance Authority, Water Utility Authority, Housing Authority,
Successor Agency and City Council Meetings***

Council Member Rounds also thanked staff and noted that the screen on Norwalk and Telegraph Road looks in bad condition; he requested to have staff to improve that area.

Council Member Zamora also thanked staff for all their help, acknowledge the work they have done.

Mayor Sarno thanked staff for all their help and recognized the hard working residents that live in Santa Fe Springs.

27. ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:51 p.m. in memory of Armand Cruz.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

August 23, 2018

CONSENT AGENDA

Imperial Highway Underpass Storm Pump Retrofit - Final Payment

RECOMMENDATIONS

That the City Council approve the Final Payment (less 5% Retention) to Caliagua, Inc. of Yorba Linda, California in the amount of \$7,094.50 for the subject project.

BACKGROUND

The City Council, at their meeting of May 24, 2018, awarded a contract to Caliagua, Inc. of Yorba Linda, California in the amount of \$78,879.00 for the above subject.

The project's scope of work included the removal and disconnection of power to the existing pumps and fittings; installation of two (2) new pumps and fitting, electrical power connection, start-up and testing. The storm pumps were supplied by the City and were previously purchased specifically for this project and stored in the City's warehouse.

The following payment detail represents 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 \$81,833.90. The final project cost including construction, engineering, inspection and contingency is within the budgeted amount of \$100,000.

FISCAL IMPACT

The Imperial Highway Underpass Storm Pump Retrofit is fully funded through a non-reoccurring 10419000 account.


Raymond R. Cruz
City Manager

Attachment:
Payment Detail

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

Date of Report: August 15, 2018

ITEM NO. 7B

Payment Detail:
Imperial Highway Underpass-Storm Pump Retrofit

Contractor: Caliguana, Inc.
22345 La Palma Ave., Suite 106
Yorba Linda, CA 92887

Final Payment \$ 7,094.50

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Demolition	1	L.S.	\$ 24,772.00	\$ 24,772.00	0%	\$ -	100%	\$ 24,772.00
2.	Pump Installation	1	L.S.	\$ 33,044.00	\$ 33,044.00	0%	\$ -	100%	\$ 33,044.00
3.	Electrical Installation	1	L.S.	\$ 16,550.00	\$ 16,550.00	0%	\$ -	100%	\$ 16,550.00
4.	Start-up	1	L.S.	\$ 4,513.00	\$ 4,513.00	100%	\$ 4,513.00	100%	\$ 4,513.00
					Total \$ 78,879.00		\$ 4,513.00		\$ 78,879.00
Contract Change Order									
1	Inspection, Start-up and Operator Training by Manufacturer's approved Representative.	1	L.S.	\$ 2,954.90	\$ 2,954.90	100%	\$ 2,954.90	100%	\$ 2,954.90

Contract Amount to Date: \$ 81,833.90
Total Items Completed to Date: \$ 81,833.90

CONTRACT PAYMENTS:										
Total Items Completed to Date	\$ 81,833.90	Invoice Date	Invoice No.	Warrant Billing Period		Invoice Pay Date		Amount	Retention Amount	
Less 5% Retention:	\$ 4,091.70	07/30/2018	Progress Payment No. 1	07/31/2018		08/09/2018		\$ 70,647.70	\$ 3,718.30	
Less Payment No. 1	\$ 70,647.70	08/14/2018	Final Payment	08/28/2018		09/06/2018		\$ 7,094.50	\$ 373.40	
Final Payment	\$ 7,094.50									

Finance Please Pay:		Amount	Account
		\$ 7,094.50	10419000
5% Retention Completed this Period:		\$ 4,091.70	205
Recommended by Project Manager:		Robert Garcia	
Approved by PW Director:		Noe Negrete	



NEW BUSINESS

Award of Contract – Further Evaluation of a Community Revitalization and Investment Authority (CRIA)

RECOMMENDATIONS: That the City Council:

- Appropriate \$15,000 from the Unassigned General Fund Reserve to Activity #9007-4400
- Award a contract to Kosmont and Associates, Inc., in an amount not to exceed \$15,000; and
- Authorize the Mayor or designee to execute an Agreement with Kosmont and Associates, Inc., for further evaluation of a Community Revitalization and Investment Authority (CRIA).

BACKGROUND

With the dissolution of redevelopment agencies in 2012, California's cities and counties have struggled to find alternative economic development tools that create investment in disadvantaged areas where investment does not flow naturally. With this in mind, the State of California recently approved new economic development tools, including CRIAs pursuant to Assembly Bill (AB) 2.

With the signing of AB 2 by Governor Jerry Brown on September 22, 2015, local governments were given the ability to create CRIAs, a step some say is the rebirth of redevelopment. The goal of the bill was to allow government entities to "invest in disadvantaged communities with a high crime rate, high unemployment, and deteriorated and inadequate infrastructure, commercial, and residential buildings." The CRIAs would have many of the same abilities as the former redevelopment agencies including power to issue bonds, provide low-income housing, prepare and adopt a plan for an area, and among others, the power to acquire property using the power of eminent domain.

There are two ways to form a CRIA: (1) a city, county, or city and county together can create a CRIA, which will be administered by a five-member board appointed by the local government(s); or (2) a city, county, or special district, or any combination of those local governments, can create a CRIA by entering into a joint powers agreement, and the CRIA would be administered by members from the legislative bodies of the public agencies that created the authority. In either case, the body must include at least two members of the public who live or work in the area.

On January 12, 2017, the City Council authorized the Director of Planning to execute an Agreement with Kosmont Companies (hereinafter, "Kosmont"), for the evaluation of a CRIA. Based on the 2017 Agreement, Kosmont performed the following scope of work:

Phase 1: Eligibility Analysis and Preliminary Identification of Target Public and Private Projects

Task 1: Conduct kickoff meeting

Task 2: Eligibility analysis for CRIAs

Task 3: Identify eligible public and private projects and sample project evaluation

Task 4: (OPTIONAL) Public meetings and presentations

Phase 1 deliverables include:

- Summary of preliminary analysis and findings regarding eligibility for CRIA formation (PowerPoint Presentation format).
- Identification of eligible opportunity sites/areas that correspond to CRIA formation
- As related to CRIA eligibility, a map that conforms or modifies the location of qualifying census tracts or census block group within and proximate to the City (including supporting conditions) and the location of targeted projects/opportunity sites/areas
- Preliminary CRIA Plan Area map(s) (up to 3)
- Identification of potential funding sources available
- Preliminary identification of potential public agency collaborators
- Initial infrastructure improvement/project list and relevant project costs
- Analysis and calculation of projected property tax increment revenues and pro-rata share of each affected entity that is likely to participate (including the City and excluding any school districts) to be based on the preliminary CRIA boundary scenario determined in Task 2
- Budget and Timeline for CRIA formation and adoption (Phase 2) including other professional services required such, as, but not limited to, ongoing business plan, specialized engineering services, campaign/election advisory, community outreach, and environmental (CEQA).

A CRIA Study Session was held on June 26, 2018 to present the City Council with the findings and deliverables from Kosmont's Phase 1 efforts. Staff and Kosmont received direction from the City Council to proceed with the next phase in the CRIA formation process.

Because of the \$15,000 appropriation, Kosmont's work will be limited to the following:

Phase 2:

Task 1: Public and Private Stakeholder Outreach and Analysis Refinement –
(Estimated cost: \$12,500 - \$17,500) - Kosmont will assist with outreach to public and private sector entity stakeholders, potentially including, but not limited to:

- City Council
- County Executive Office

- County Auditor-Controller / Treasurer / Tax Collector / Property Tax Manager
 - County Board of Supervisors
 - Southern California Association of Governments (SCAG)
 - State Board of Equalization / Department of Tax and Fee Administration
 - Special districts (e.g. fire district, water districts, utilities agencies)
 - Major CRIA area developers, property owners, and/or registered voters.
- Kosmont will assist with preparation and presentation of CRIA materials and Analysis as appropriate. Based on continued stakeholder outreach, Kosmont will refine preliminary tax increment projections and related funding and financing analysis, in order to reflect proposed participating taxing entity, tax increment dedications and supplementary funding sources and financing mechanisms. Kosmont will assist with final determination of CRIA boundaries and governing CRIA board composition.

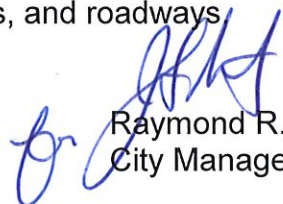
Upon the completion of the Phase 2, Task 1 work, Kosmont will present their findings to the City Council. At that time Council would determine, based on County and other stakeholder feedback, whether to move forward with the formation with or without their participation or embark on some other economic development tool.

FISCAL IMPACT

The fiscal impact to the City is projected to be \$15,000, which staff is requesting to be appropriated from the Unassigned General Fund Reserve to the Planning Department's Non-Recurring (9000) Activity. If, however, this preliminary analysis determines it is feasible for the City to create a CRIA and the City is able to bring back tax increment financing, the myriad benefits of tax increment financing is expected to surpass the initial cost of \$40,000 and this additional cost of \$15,000.

INFRASTRUCTURE IMPACT

The further evaluation of creating a CRIA will not have infrastructure impacts. If however, it is feasible for the City to create a CRIA, it could be used to fund the rehabilitation, repair, upgrade or construction of City facilities, storm drain, sewer and water systems, street lights, and roadways.


Raymond R. Cruz
City Manager

Attachment:
Professional Services Agreement

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and Kosmont Companies, a California Corporation ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor as outlined in the "Proposal for the Evaluation of a Community Revitalization and Investment Authority (CRIA), but more specifically as outlined and as described in Phase 2: CRIA Formation Process and Preparation of CRIA Plan and further defined in the July 26, 2018 Study Session staff report, Phase 2/Task 1: Public and Private Stakeholder Outreach and Analysis Refinement; 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 as noted above, 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 Consultant's Proposal ("Consultant's Proposal"), and more specifically as outlined and as described in Phase 2: CRIA Formation Process and Preparation of CRIA Plan and further defined in the July 26, 2018 Study Session staff report, Phase 2/Task 1: Public and Private Stakeholder Outreach and Analysis Refinement; attached hereto as Exhibit "A."

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 budget and schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Fifteen

thousand Dollars (\$ 15,000.00).

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.

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. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until the services required herein are completed.

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

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions:

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

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

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

Kosmont Companies
1601 N. Sepulveda Boulevard #382
Mahattan Beach, CA 90266

Tel: (347 731-5307
Attn: Joseph Dieguez

IF TO CITY:

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

Tel: (562) 868-0511
Attn: Raymong R. Cruz

Courtesy copy to:

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

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the alleged negligence or willful misconduct in the performance of the work undertaken by the Consultant, its employees, and/or authorized subcontractors, 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. With the exception of Consultant's proprietary computer models, all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or 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: _____

APPROVED AS TO INSURANCE:

Date: _____

DEPARTMENTAL APPROVAL:

Wayne M. Morrell
Director of Planning

Date: _____

EXHIBIT A

**CONSULTANT'S PROPOSAL
JULU 26, 2018 STUDY SESSION REPORT**



City of Santa Fe Springs

City Council Meeting

August 23, 2018

NEW BUSINESS

On-Call Land Development Plan Checking Services – Authorization to Issue a Request for Proposals

RECOMMENDATIONS

That the City Council authorize the Director of Public Works to issue a Request for Proposals to retain one or more firms to provide On-Call Land Development Plan Checking Services on an as-needed basis.

BACKGROUND

The professional services agreements with the two (2) current On-Call firms are scheduled to expire on November 18, 2018. Staff is requesting authorization to issue a Request for Proposals (RFP) to provide On-Call Land Development Plan Checking Services on an as-needed basis.

The following are the anticipated types of surveys to be performed by the Consultant.

- Parcel Map Review. Review and approval of parcel maps, legal descriptions, lot line adjustments and other development-related survey work, as required by the Subdivision Map Act under California Government Code section 66442.
- Topographic Survey - A survey locating topographic features, natural and man-made, such as buildings, improvements, fences, elevations, trees, streams, contours of the land, etc. The products of topographic surveys and topographic maps are the basis for planning studies and engineering designs.
- Pavement Elevation Survey. This is required for projects consisting of improvements of existing facilities, in order to develop accurate plans, specifications, and estimates.
- Boundary Survey. A survey for the express purpose of locating the corners and boundary lines of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the Professional Land Surveyors Act. Easement lines may also be located and/or established with this type of survey.
- Site Planning Survey. A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments.

Report Submitted By: Noe Negrete, Director  Date of Report: August 16, 2018
Department of Public Works

ITEM NO. 9

- **Utility Survey.** This survey is undertaken to locate existing utilities for (a) consideration in engineering design, (b) purposes of utility relocation, and (c) right-of-way acquisition and negotiation. Survey limits and types of utilities to be located should be shown on the Survey Report. It is important to locate all significant utility facilities.
- **Construction Survey.** Construction staking of improvements shown on improvement plans for control of construction on developments for roads, buildings, pipelines, etc. Construction surveys establish basic line and grade for project construction. From these "control" stakes the contractor sets supplemental "working stakes." The control stakes are used also by the Project Engineer in checking the work for contract compliance. This shall also include markings of improvements, facilities, etc. to be removed during construction.
- **Development Plan Check:** Assist staff with land development plan checking of drainage, hydrology, hydraulics, storm water pollution prevention plan, erosion control.

FISCAL IMPACT

The funding needed to cover the cost of On-Call Land Development Plan Checking Services is included in the approved Public Works budget for FY 2018/19.

INFRASTRUCTURE IMPACT

The procurement of On-Call Land Development Plan Checking Services will significantly contribute to the quality and timely review and completion of land development projects.



Raymond R. Cruz
City Manager

Attachment:
Request for Proposals

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES



DEPARTMENT OF PUBLIC WORKS

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

**Robert A. Garcia, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7545**

REQUEST FOR PROPOSALS

ON-CALL LAND DEVELOPMENT PLAN CHECKING SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional consultants to provide On-Call Land Development Plan Checking Services on an as-needed basis for a period of up to four (4) years. The Consultant's services will generally include providing land development plan checking and surveying services. The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

The City of Santa Fe Springs 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, September 25, 2018.**

Interested proposers must submit six (6) copies of their proposal labeled **"PROPOSAL FOR ON-CALL LAND DEVELOPMENT PLAN CHECKING 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 City 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 City. 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 Robert A. Garcia, Project Manager at (562) 868-0511, extension 7545.

INSTRUCTIONS TO PROPOSERS

1. TIMELINE TO SOLICIT PROPOSALS

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

DESCRIPTION	DATE/TIME
Request for Proposals Released	Monday, August 27, 2018
Deadline to Submit Questions	Monday, September 10, 2018 at 4:00 p.m.
Deadline to Receive Proposals	Tuesday, September 25, 2018 at 3:00 p.m.
Contract Award	Thursday, October 25, 2018
Notice to Proceed	Monday, November 19, 2018

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

2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has 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, September 25, 2018. Consultants must submit six (6) copies of their Proposal labeled **“PROPOSAL FOR ON-CALL LAND DEVELOPMENT AND PLAN CHECKING 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 City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals (“RFP”), or other material related to this solicitation. **By submitting a proposal, 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 City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants

will be required to document that they are aware of all addenda issued by the City in their proposal.

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. Robert A. Garcia who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org

B. Clarifications of the RFP

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

C. Submitting Requests

All questions must be submitted to the City by 4:00 p.m. on Monday, September 10, 2018. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Monday, September 10, 2018 will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on Thursday, September 13, 2018.

7. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any 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 City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the 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 subconsultants, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants 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 City.
- Neither Consultant, nor any of its affiliates, proposed subconsultants, 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 subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

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

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

10. **BASIS FOR AWARD OF CONTRACT**

SFS intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.

11. **TERM OF AGREEMENT**

The term of the Professional Services Agreement with the selected Consultant is forty eight (48) months, effective the date of executing the Agreement.

The City 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.

12. **REQUIRED FORMAT FOR PROPOSALS**

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

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 Consultant, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of 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.
- A statement that the Proposal submitted shall remain valid for forty five (45) calendar days from the submittal deadline.
- Signature of a person authorized to bind Consultant 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 On-Call Land Development and Plan Checking Services.)
- Provide a list of previous projects in which the Consultant and subconsultants 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

This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the On-Call Land Development and Plan Checking Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The 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 topographic, design, and construction surveys .
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and

how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.

- A statement that key personnel will be available to the extent proposed for the duration of the On-Call Land Development and Plan Checking Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.

D. Consultants and/or Sub-consultants

The City 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 City. 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 City 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 five (5) most recent similar clients (including name, address, contact person, and phone number). The City 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 City, become property of City.

13. 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 City 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 AND RANKING

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

D. INTERVIEW

The Consultant should have available the project manager and key project personnel to discuss the following:

- The major elements of the proposal and be prepared to answer questions clarifying the proposal.
- A description of previously related experience for key project team member(s). Work sample exhibits may also be used.

E. FINAL SELECTION

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

14. EXCEPTIONS OR ADDITIONS

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

15. 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 City.

The successful Consultant shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of 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.

16. RIGHTS OF THE CITY

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

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back ground check of any 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 City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

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

Should a contract be subsequently entered into between the City and 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. The successful Consultant shall secure a City of Santa Fe Springs business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

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

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

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

ON-CALL LAND DEVELOPMENT AND PLAN CHECKING SERVICES

SCOPE OF SERVICES

The Consultant's services will generally include topographic, design, and construction surveys of Capital Improvements projects (roadway, water lines, sewer, storm drain, etc.). The work to be done by the Consultant shall be as specified in a Work Order, to be issued by the City to the Consultant prior to starting any work.

- Parcel Map Review/Approval - Review and approval of parcel maps, legal descriptions, lot line adjustments and other development-related survey work, as required by the Subdivision Map Act under California Government Code section 66442.
- Topographic Survey - A survey locating topographic features, natural and man-made, such as buildings, improvements, fences, elevations, trees, streams, contours of the land, etc. The products of topographic surveys and topographic maps are the basis for planning studies and engineering designs.
- Pavement Elevation Survey. This is required for projects consisting of improvements of existing facilities, in order to develop accurate plans, specifications, and estimates.
- Boundary Survey. A survey for the express purpose of locating the corners and boundary lines of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the Professional Land Surveyors Act. Easement lines may also be located and/or established with this type of survey.
- Site Planning Survey. A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments.
- Utility Survey. This survey is undertaken to locate existing utilities for (a) consideration in engineering design, (b) purposes of utility relocation, and (c) right-of-way acquisition and negotiation. Survey limits and types of utilities to be located should be shown on the Survey Report. It is important to locate all significant utility facilities.
- Construction Survey. Construction staking of improvements shown on improvement plans for control of construction on developments for roads, buildings, pipelines, etc. Construction surveys establish basic line and grade for project construction. From these "control" stakes the contractor sets supplemental "working stakes." The control stakes are used also by the Project Engineer in checking the work for contract compliance. This shall also include markings of improvements, facilities, etc. to be removed during construction.
- Development Plan Check: Assist staff with land development plan checking of drainage, hydrology, hydraulics, storm water pollution prevention plan, erosion control.

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

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

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

On-Call Land Development and Plan Checking Services

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. 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. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

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

COURTESY COPY TO:

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

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

On-Call Land Development and Plan Checking Services

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.

CONSULTANT

Social Security or Taxpayer ID Number

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Date: _____

APPROVED AS TO CONTENT:

DEPARTMENTAL APPROVAL:

Noe Negrete
Public Works DirectorPublic Works Director



NEW BUSINESS

Listing Agreement with Cushman and Wakefield of California, Inc., as sole agent, the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670.

RECOMMENDATIONS: That the City Council:

- Enter into a listing Agreement with Cushman and Wakefield of California, Inc., for the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at 11760 Telegraph Road, Santa Fe Springs, California 90670; and
- Authorize the Mayor or designee to execute the Listing Agreement with Cushman and Wakefield of California, Inc., to negotiate the renewal of the ground lease with USPS.

BACKGROUND

At the City Council meeting of July 26, 2018, the Council heard the results of the recent market rent appraisal completed by the Valuation and Advisory division of Cushman & Wakefield, of the ground lease for the Santa Fe Springs post office, located within the City's Civic Center, specifically at 11760 Telegraph Road, Santa Fe Springs, CA 90670.

The purpose of the market rent appraisal report was to estimate the fair market rent for the property as is. Market Rent or Rental Value is defined as the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements. Cushman & Wakefield developed the following opinion of Rental value:

VALUE CONCLUSION			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Rental Value As-Is	Fee Simple	June 12, 2018	\$318,990.00*
Per Square Foot:			\$18.60
Per Square Foot Per Month			\$1.55

Note: The Value Conclusion is based on a lease area of 17,150 sq. ft., It appears that the lease area is $\pm 11,564$ sq. ft.; thus the value conclusion would be \$213,934 ($\$18.60 \times 11,564$ sq. ft.)

In addition to providing the opinion of rental value, Cushman & Wakefield (C&W) proposed working directly with the City to negotiate a new lease with the USPS. Their service would include:

- Providing direct communication with the existing tenant (USPS) and their broker (JLL).
- Preparing all written lease proposals and communications for City approval. (C&W will rely upon the recently completed Post Office rental valuation and local market knowledge to assist the city in maximizing the potential rental income for the Post Office).
- Working with the City's legal counsel to prepare a "market lease" agreement.

At the conclusion of the presentation, Council directed staff to bring the item back to a future meeting with an agreement to be considered. As directed by Council, the attached is the aforementioned Agreement.

Based on the proposed Listing Agreement, the fees would be as follows:

Rates:

C&W Fee to the Listing Team

Two percent (2%) of the total rental for the first 5 years or any fraction thereof, plus 1.5% of the total rental for the remaining term.

Outside Broker Fee

Three percent (3%) of the total rental for the first 5 years or any fraction thereof, plus 1.5% of the total rental for the remaining term.


C&W's fee for a month-to-month tenancy is one average month's rental with a minimum fee of \$1,000.00.

FISCAL IMPACT

There is minimal fiscal impacts since the fees would be paid from the monies derived from the lease agreement. Additionally, if an agreement could not be made with the USPS, the City would not be responsible for any brokerage fee.

INFRASTRUCTURE IMPACT

No infrastructure impacts are associated with the Listing Agreement.


Raymond R. Cruz
City Manager

Attachment:
Listing Agreement

LISTING AGREEMENT
FOR LEASE

The City of Santa Fe Springs ("Owner") appoints Cushman & Wakefield of California, Inc. ("C&W") as its sole agent and grants to C&W the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease to the United States Postal Services ("USPS") at the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670 (the "Property") as provided below.

1. Term. The term of this Agreement will commence on August 1, 2018 and will expire on January 31, 2019.

2. Services. C&W will use its efforts to negotiate new lease business terms with the USPS for the Property at a lease rate to be determined by Owner and on such other terms as are acceptable to Owner. C&W will negotiate the business terms of any lease on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. C&W will cooperate with other licensed real estate brokers.

3. Referrals. During the term of this Agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect USPS's lease at the Property, regardless of the source of such inquiries or offers.

4. Commission. If, during the term hereof, Owner leases any interest in the Property to the USPS, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions.

5. Outside brokers. According to initial correspondence on behalf of USPS, the USPS is represented by Jones Lang LaSalle, Inc. ("J.L.L." or "Outside Broker"). If J.L.L. or another outside broker is authorized to represent the USPS in a transaction for which a commission is payable hereunder, C&W will request the Outside Broker to agree to accept the portion of the commission computed and payable in accordance with the attached Schedule of Commissions. If Outside Broker agrees, Owner will pay C&W the commission computed and payable in accordance with the attached Schedule of Commissions out of which C&W will pay to such Outside Broker its agreed upon commission and retain the C&W listing team fee of the commission as C&W's compensation. If the Outside Broker does not so agree, then C&W will receive authorization from Owner whether to proceed with negotiations. The term "outside broker" means a broker other than Mike Foley, Chuck Berger, and Ryan Bos.

6. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.

7. Authority. Owner represents that it is in fact the owner of the Property and has the right to lease the Property. The individuals signing below represent that they are authorized to sign this Agreement on behalf of the entity indicated.

8. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed lease of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective tenant, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

9. OFAC. Each party represents and warrants to the other party that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become,

a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

10. Miscellaneous. This Agreement shall be governed by the laws of the State of California, without giving effect to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this Agreement without the express written consent of each of the parties. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This Agreement shall benefit and be binding upon the parties and their respective successors and assigns. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. Agency Disclosure. Owner acknowledges that it has received a copy of C&W's Disclosure Regarding Real Estate Agency Relationship attached hereto, and that Owner has returned a signed copy thereof to C&W.

CITY OF SANTA FE SPRINGS

**CUSHMAN & WAKEFIELD OF
CALIFORNIA, INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Schedule of Commissions Follows]

SCHEDULE OF COMMISSIONS FOR LEASE

Rates:

C&W Fee to the Listing Team

2% of the total rental for the first 5 years or any fraction thereof, plus

1.5% of the total rental for the remaining term.

Outside Broker Fee

3% of the total rental for the first 5 years or any fraction thereof, plus

1.5% of the total rental for the remaining term.

C&W's fee for a month-to-month tenancy is one average month's rental with a minimum fee of \$1,000.00.

Renewals; Extensions; Expansions: If a lease contains an option or other right to renew or extend the term or to lease additional space, and if the lease is renewed or extended or if a tenant leases additional space, whether or not strictly pursuant to the option or right contained in the lease, Owner shall pay to C&W, at the time of the renewal, extension or lease of additional space, an additional commission at the above rate for the renewal or extension term, or for such additional space.

Cancellation Clauses: C&W will be paid a commission based upon the entire lease term notwithstanding any right of Owner to cancel the lease. If a tenant has a right to cancel the lease after the term has commenced (and for reasons unrelated to casualty, condemnation, default and the like), the commission will initially be based upon the non-cancellable portion of the lease term plus the amount of any cancellation payment payable by tenant; if such right is not thereafter exercised, Owner will promptly pay C&W the balance of the commission. A lease will be deemed canceled only if tenant vacates the premises. If a lease is terminated or amended and tenant remains under a new or different arrangement, C&W shall be paid the balance of its commission. If a cancellation payment includes the unamortized commission, then C&W will be paid a full commission as if no right of cancellation existed.

Computation of Commissions: If a rental concession is made by Owner allowing a tenant not to pay rent for the initial months of the lease term, then the commission shall be calculated on the entire term with the first year being deemed to commence on the first day of the lease term whether or not rent is payable. If rental concessions are granted in lieu of Owner performing construction or alteration work and with respect to any other allowances or concessions granted to a tenant whether in the form of a credit against rent, construction, decoration or otherwise, there shall be no deduction from the commission calculation above.

Time of Payment: Commissions on leases shall be earned and payable upon execution and delivery of the lease between Owner and tenant.

Broker Regulatory or Statutory Provisions: The following provisions must be included in brokerage agreements in the State of California:

LISTING AGREEMENT FOR LEASE

- It is illegal for either party to discriminate against any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by law).
- Owner acknowledges receipt of a copy of Notice to Owners, Buyers and Tenants Regarding Environmental Matters, Americans With Disabilities Act and Related Laws, Flood Disclosure, Zoning/Use Disclosure and Alquist-Priolo Special Earthquake Fault Zoning Act.
- Owner acknowledges receipt of a copy of the Agreement and this Schedule of Commissions.

**NOTICE TO OWNERS, BUYERS AND TENANTS REGARDING
ENVIRONMENTAL MATTERS,
AMERICANS WITH DISABILITIES ACT AND RELATED LAWS,
FLOOD DISCLOSURE, ZONING/USE DISCLOSURE AND
ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT**

ENVIRONMENTAL MATTERS

It is essential that all parties to real estate transactions be aware of the health, liability and economic impact of environmental factors on real estate. Cushman & Wakefield does not conduct investigations or analyses of environmental matters and, accordingly, urges the parties to a real estate transaction to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCBs and other contaminants or petro-chemical products stored in underground tanks) or other undesirable materials or conditions are present at the property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the property.

Various laws and regulations have been enacted at the federal, state and local levels dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of the property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

AMERICANS WITH DISABILITIES ACT AND RELATED LAWS

As an Owner or tenant of real property, you may be subject to the Americans with Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires Owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

We recommend that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease or purchase agreement, to determine if this law would apply to you, and the nature of the requirements. These are legal issues. Cushman & Wakefield cannot give you legal advice on these issues.

Furthermore, all California commercial leases regardless of size executed on or after July 1, 2013 must contain a provision disclosing whether the premises have been inspected by a government-approved Certified Access Specialist (CASP) and if so, whether the premises have been determined to be in compliance with all applicable construction-related disability accessibility standards. The law (California *Civil Code* §1938) does not require a landlord to conduct a CASP inspection of the property; however, it does require that the landlord disclose whether or not an inspection has been completed and if so, whether the property meets the applicable accessibility standards.

FLOOD DISCLOSURE

If the premises is located in a Federally Designated Flood Zone, the Tenant's real and personal property situated on or in the premises is not protected by the hazard insurance policy for the property carried by the Owner. The Tenant is responsible for investigating the Flood Zone status of the premises and obtaining insurance to cover the Tenant's property if it so desires.

ZONING/USE DISCLOSURE

Prior to executing a lease, the Tenant is responsible for determining that the zoning applicable to the property allows the Tenant to use the premises for the Tenant's intended use, and that all building codes, parking requirements, and other governmental requirements, improvements required, and permits necessary have been met or are available to Tenant. Cushman & Wakefield has made no representations, except in writing, if any, concerning the zoning and allowable use of the premises and any requirements that may be imposed upon the Tenant by any governmental agency. If the Tenant's use of the premises requires a Use Permit or other permits from a governmental authority it could take several months to obtain same, and Tenant may still be responsible for the payment of rent and other charges whether or not such permits are ultimately obtained.

ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT

The property may be situated in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621-2630 inclusive, of the California *Public Resources Code*; and, as such the construction of development on the property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered with the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on this subject are made by Cushman & Wakefield or its agents or employees, and the Tenant/Purchaser is advised to make its own inquiry into this situation prior to entering into a lease or sale agreement.

By your signature below, you acknowledge that you have read and understand this disclosure and have received a copy:

Received on _____, 20__

Signature: _____

Printed Name: _____



City of Santa Fe Springs

City Council Meeting

August 23, 2018

PRESENTATION

Introduction of New Employee, Arthur Cervantes, Assistant Civil Engineer

RECOMMENDATION

The Mayor may wish to call upon Director of Public Works, Noe Negrete, to introduce Arthur Cervantes.

Mr. Arthur Cervantes is the new Assistant Civil Engineer in the Engineering Division of the Public Works Department. His first day of work was July 2, 2018. Mr. Cervantes is present at tonight's Council meeting to be introduced to the City Council and the community.


Raymond R. Cruz
City Manager

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

ITEM NO. 18A



City of Santa Fe Springs

City Council Meeting

August 23, 2018

PRESENTATION

Presentation to Maria Eggers upon her Retirement

RECOMMENDATION

The Mayor may wish to call upon Director of Finance & Administrative Services, Travis Hickey, to assist with this presentation.

BACKGROUND

Maria Eggers (Garcia) retired from service to the City of Santa Fe Springs on Sunday, August 19, 2018. Mrs. Eggers has been invited to the Council meeting to be recognized for her 32 years of service to our community.

Mrs. Eggers started with the City as a Recreation Leader in 1986 before spending the past 29 years as a full-time member with the City's Finance Department. She was appointed to Account Clerk I in 1989 and advanced to Account Clerk III by 1996. Over the year's she has performed many functions for the Department including, water billing, business licenses, duplication, accounts receivable, and accounts payable. Since 2010, she has had the enormous responsibility for processing the City's biweekly payroll, which she has handled beautifully. Her attention to detail and to personal service to the City's 300+ employees reflects great credit upon herself and the Department.

Over her many years of dedicated service, Maria was instrumental in virtually every area of the City's Finance Department. Tonight we would like to recognize and thank her for her service to the community and the City of Santa Fe Springs.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

August 23, 2018

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	4	Sarno
Beautification	1	Zamora
Family & Human Services	1	Sarno
Historical	1	Moore
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 Committee	1	Moore
Youth Leadership Committee	1	Rounds
Youth Leadership Committee	1	Sarno
Youth Leadership Committee	2	Trujillo

Applications Received: Eileen Ridge, Jeannie Hale and Kay Gomez were appointed to the Beautification Committee.

Recent Actions: None


Raymond R. Cruz
City Manager

Attachments:

Committee Lists

Prospective Members

Report Submitted by: Janet Martinez
City Clerk

ITEM NO. 19A

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

updated 4/19/18

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)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Vacant	(19)
Rounds	Sadie Calderon	(18)
	Vacant	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Jeanette Wolfe	(19)
Sarno	Vacant	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(18)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Debra Cabrera	(19)
	Kay Gomez	

**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)
	Vacant	(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
Moore	Vacant	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Rudy Lagarreta Jr.	(18)
	Vacant	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	(19)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
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)
	A.J. 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	Vacant	(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)
	Vacant	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Vacant	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Vacant	(19)
	Vacant	(18)