



AGENDA

SPECIAL MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**October 8, 2019
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

***John Mora, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor***

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

John Mora, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the September 10, 2019 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the September 10, 2019 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

a. Minutes of the September 10, 2019 Special City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction (Finance)

Recommendation:

- Authorize the disposal of eleven (11) surplus vehicles, five (5) trailers, and various obsolete equipment at public auction.

NEW BUSINESS

6. Approve 2020 ArtFest Professional Services Agreement (Community Services)
Recommendation:
 - Authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2020 Art Fest Event.
7. Approval of Café Libro Concession Agreement Renewal with Tierra Mia Coffee (Community Services)
Recommendation:
 - Authorize the Mayor to execute a one-year agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.
8. Authorize the Purchase of Vehicles & Equipment by Piggybacking off of Sourcewell Cooperative Contracts (Finance)
Recommendation:
 - Authorize the purchase of one (1) 2020 Ford Fusion Hybrid off of Sourcewell contract No. 120716-NAF through National Auto Fleet Group for \$33,178.73
 - Authorize the purchase of one (1) 2020 Ford Ranger off of Sourcewell contract No. 120716-NAF through National Auto Fleet Group for \$28,823.70
 - Authorize the purchase of one (1) 2020 Ford F550 with an Altec aerial device off of Sourcewell contract No. 021418-ALT for \$115,896.82 through Altec, Inc.
 - Authorize the Director of Purchasing Services to issue purchase orders to procure these vehicles and equipment.
9. Award an Order to PDQ Rentals for one (1) Whacker Diesel Vibratory Roller (Finance)
Recommendation:
 - Award an order to PDQ Rentals for one (1) model No. RD18-100 Whacker Diesel Vibratory Roller in the amount of \$39,802.10.
10. Resolution No. 9648 – Authorizing Submittal of a Grant Application to the State of California Department of Housing and Community Development for the Senate Bill 2 (SB 2) Planning Grant Program (Planning)
Recommendation:
 - Adopt Resolution No. 9648; and
 - Authorize the City Manager to execute all necessary documents for the grant if awarded, accept and administer the grant, including any renewals.
11. Resolution No. 9649 –Request for Parking Restriction along the frontage of 13245 Florence Avenue (Public Works)
Recommendation:
 - Adopt Resolution No. 9649, which would prohibit the parking of vehicles

weighing over 6,000 pounds on the north side of Florence Avenue from Laurel Avenue to a point 355 feet west of Laurel Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

12. Ann Street Improvements – Approval to Terminate Contract with MK Construction (Public Works)

Recommendation:

- Terminate the contract with MK Construction of Orange, California.

13. Transportation Services Scheduling Software Upgrade-Purchase Authorization and Amendment to Software License and Maintenance Agreement with Trapeze Software Group, Inc. (Public Works)

Recommendation:

- Authorize the purchase of an upgrade to the Transportation Services scheduling software; and
- Authorize the Director of Public Works to execute Amendment Number One to the Software License and Maintenance Agreement with Trapeze Software Group, Inc.

14. Slauson Avenue Overpass – Approval of Public Overpass Agreement with the County of Los Angeles, City of Pico Rivera and Union Pacific Railroad (Public Works)

Recommendation:

- Approve the Public Overpass Agreement with the County of Los Angeles, City of Pico Rivera and Union Pacific Railroad (UPRR) for the construction and maintenance of the Slauson Avenue Overpass; and
- Authorize the Mayor to execute the Public Overpass Agreement.

COUNCIL MEMBER REQUESTED ITEM

15. Discussion of Possible Changes to City Council Meeting Agendas, Including Moving the 7:00 p.m. Portion to An Earlier Time

Recommendation:

- Discuss and provide staff direction regarding possible changes to City Council meeting agendas, including moving the 7:00 p.m. portion to an earlier time.

CLOSED SESSION

16. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8011-012-902 at 13241 Lakeland Road

Agency Negotiator: Raymond R. Cruz, City Manager; Ivy Tsai, City Attorney; Travis Hickey, Finance Director; and Wayne Morrell, Planning Director

Negotiation Parties: Lakeland Collaborative (Whole Child, Habitat for Humanity and Richman Group)

Under Negotiation: Price and Terms for the Sale of Property

Please note: Item Nos. 17 – 26, will commence at the 7:00 p.m. hour.

17. INVOCATION

18. PLEDGE OF ALLEGIANCE

19. INTRODUCTIONS

- Representatives from the Chamber of Commerce

20. ANNOUNCEMENTS

21. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

22. PRESENTATIONS

- Proclaiming October 23-31, 2019 as "Red Ribbon Week"
- Recognition of 2018 Citizen of the Year
- Proclamation Supporting the "Reducing Crime and Keeping California Safe Act of 2020"

23. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- Advisory Committee Appointments

24. 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.*

a. Follow-up Public Comments

Staff will provide an update on any comments or concerns brought forward to the City Council at a previous meeting during oral communications

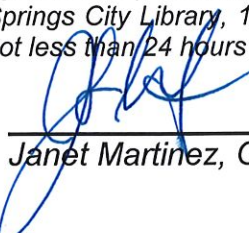
b. New Public Comments

This part of the meeting is for the public to speak about anything within the City's jurisdiction. The Brown Act does not allow the Council to take action on items not on the agenda, but City staff may provide an update on the following meeting.

25. COUNCIL COMMENTS

26. 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 24 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

October 3, 2019
Date

**FOR ITEM NO. 3
PLEASE SEE ITEM NO. 5A**

**FOR ITEM NO. 4
PLEASE SEE ITEM NO. 5A**



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5A

October 8, 2019

CONSENT AGENDA

Minutes of the September 10, 2019 Special City Council Meeting

RECOMMENDATION

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- September 10, 2019

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:

1. Minutes for September 10, 2019



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

September 10, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

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

Minutes of the August 8, 2019 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

SUCCESSOR AGENCY

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 City Council.

Minutes of the August 8, 2019 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

CITY COUNCIL

5. CONSENT AGENDA

- a. Minutes of the August 8, 2019 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and approve Ordinance by title only pursuant to California Government Code Section 36934.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, to approve Items No. 5A and 5B, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

PUBLIC HEARING

6. Entertainment Conditional Use Permit Case No. 16 (Police Services)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding Entertainment Conditional Use Permit Case No. 16, and thereafter close the Public Hearing; and
- Approve Entertainment Conditional Use Permit Case No. 16 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9646; and
- Adopt Resolution 9646, which incorporates the Planning Commission's findings and action regarding this matter.

Mayor Trujillo opened the Public Hearing at 6:06 p.m.

There were no public speakers.

Mayor Trujillo closed the Public Hearing at 6:06 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve Entertainment Conditional Use Permit Case No. 16 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9646; and adopt Resolution No. 9646, which incorporates the Planning Commission's findings and action regarding this matter, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

ORDINANCES FOR INTRODUCTION

7. Ordinance No. 1106 – An Ordinance of the City of Santa Fe Springs Amending Section 31.13 (Powers and Duties) Of Chapter 31 (City Officials and Employees) To Provide For

Signature Authority (City Attorney)

Recommendation:

- Read by title only, waive further reading and introduce for first reading Ordinance No. 1106 - to Amend Section 31.13 of Chapter 31 to provide signature authority for the City Manager and Department Heads.

City Attorney Ivy M. Tsai read the Ordinance by title only.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to introduce the first reading of Ordinance No. 1106, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

NEW BUSINESS

8. Categorically Exempt – CEQA Guidelines Section 15301, Class 1
Trucking Use Time Extension No. 4 (Planning)

A request to allow the continued operation and maintenance of an existing nonconforming cross-dock freight transfer facility located at 12250 Clark Street within the M-2, Heavy Manufacturing Zone. (Crown Enterprises, Inc.)

Recommendation:

- Find and determine that pursuant to Section 15301, Class 1 (existing facilities), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Grant a six (6) year extension of Trucking Use Time Extension No. 4, subject to the conditions of approval set forth in the Memorandum of Understanding.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to find and determine that pursuant to Section 15301, Class 1 (existing facilities), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and grant a six (6) year extension of Trucking Use Time Extension No. 4, subject to the conditions of approval set forth in the Memorandum of Understanding, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

9. Approval of Facility, Park and Equipment Use Policy (Community Services)

Recommendation:

- Approve the new City Facility, Park and Equipment Use Policy.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve the new City Facility, Park and Equipment Use Policy, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

10. Resolution No. 9647 – Establishing the City's Maximum Contribution under the Public Employees' Medical and Hospital Care Act (Finance)

Recommendation:

- Adopt Resolution No. 9647, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

It was moved by Council Member Mora, seconded by Council Member Zamora, to adopt Resolution No. 9647, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

11. Approval of Agreement Between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association ("SFSFFA") to Enter into an Alternative Dispute Resolution ("ADR") Program for Workers' Compensation Disputes (Finance)

Recommendation:

- Approve the Workers' Compensation ADR Program and authorize the Mayor to execute said agreement.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve the Workers' Compensation ADR Program and authorize the Mayor to execute said agreement, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

12. Waste and Recycling Program Management Services Agreement (City Manager)

Recommendation:

- Accept Proposal and Approve Agreement with MuniEnvironmental, LLC; and
- Authorize the Mayor to execute Agreement for MuniEnvironmental, LLC.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to accept Proposal and approve agreement with MuniEnvironmental, LLC; and authorize the Mayor to execute agreement for MuniEnvironmental, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

Mayor Trujillo recessed the meetings at 6:18 p.m.

Mayor Trujillo convened the meeting at 7:01 p.m.

13. INVOCATION

Invocation was led by Council Member Zamora.

14. PLEDGE OF ALLEGIANCE

Youth Leadership Committee led the Pledge of Allegiance.

15. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Kathie Fink, Chamber CEO.

16. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Fiestas Patrias, September 13, 2019 at 6:00 p.m.
- Potting Workshop, September 18, 2019 at 9:00 a.m.
- STEAM Story Time, September 18, 2019 at 6:30 p.m.
- Family Fun Excursion, LA County Fair, September 21, 2019 at 1:00 p.m.
- Disco Dance, September 27, 2019 at 9:00 a.m.

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the coalition that are advocating for the gold line, he stated that they are finalizing an MOU on how they would finance and govern themselves. The Cities involve include Santa Fe Springs, Whittier, Commerce and Pico Rivera. He noted that Montebello was first City not in agreement with the gold line, however, now that the City has a new City Manager, Rene Bobadilla stated that the City of Montebello is now in agreement with the gold line.
- Director of Public Works, Noe Negrete spoke about the construction being delayed on two streets; Santa Fe springs Road, due to the So Cal Gas Company and Greenstone Street. In addition, he spoke about the Lake Center Park Beam Renovation project.
- Director of Planning, Wayne Morrel spoke about the California county requirements for affordable housing units that are required to be provided. He also spoke about the Los Angeles County Economic Development Corporation Most Business Friendly City; Santa Fe Springs is preparing for the 2019 24th Annual Awards. Last, he spoke about the Planning Department's Relay for Life fundraiser on September 11, 2019.
- Director of Police Services, Dino Torres spoke about the Community Block Party that is scheduled for Saturday, September 14, 2019. He also provided an update on the Traffic Enforcement report.
- Fire Chief, Brent Hayward provided an update on the fire vehicles the City of Navajoa was scheduled to pickup; he also spoke about Fire Prevention Week.
- Director of Finance and Administrator, Travis Hickey spoke about the Employee

Benefits Health Fair that was scheduled earlier in the day. He also spoke about the Relay for Life fundraiser for Finance.

- Director of Community Services, Maricela Balderas spoke about the Pow Wow event that is held every year in November 2nd and 3rd is being cancelled this year due to challenges that the organization is having with the Los Angeles Department of Health.

18. PRESENTATIONS

- a. Introduction of Department of Community Services New Employee – Maricelia Carmona, Librarian I
- b. Proclamation declaring September 13, 2019 as City of Santa Fe Springs Fiestas Patrias Cultural Celebration

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

There were no appointments at this meeting.

20. ORAL COMMUNICATIONS

There was no one present to speak during oral communications.

21. COUNCIL COMMENTS

Council Member Mora thanked Adam Matsumoto for all his help. He also welcomed Maricelia to the City.

Council Member Rodriguez welcomed Maricelia. She also congratulated Captain Davis and thanked the firefighters for the tour they provided her. She stated she is also looking forward to the Fiestas Patrias event and the Community Block Party scheduled for Saturday.

Council Member Zamora thanked Adam Matsumoto for his dedication to the city. Thanked Captain Davis and traffic officers for their help. Last, he requested an agenda item to be placed on a future agenda related to placing banners/photos around the City supporting military men and women.

Mayor Pro Tem Rounds congratulated Adam Matsumoto and thanked him and Captain Davis for their dedication to the City. Last, he spoke about looking forward to the Fiestas Patrias Event.

Mayor Trujillo thanked Hilda Zamora for attending the meeting, and also thanked staff for their hard work in putting together the Relay for Life fundraisers. She also congratulated Adam Matsumoto and thanked Captain Davis.

22. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 7:52 p.m.

ATTEST:

Janet Martinez
City Clerk

Juanita Trujillo
Mayor

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5B

October 8, 2019

CONSENT AGENDA

Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction

RECOMMENDATION

Authorize the disposal of eleven (11) surplus vehicles, five (5) trailers, and various obsolete equipment at public auction.

BACKGROUND

There are a number of vehicles and equipment that are obsolete and need to be declared as surplus goods and disposed of by way of public auction.

Vehicles

The City's fleet includes eleven (11) vehicles and five (5) trailers that have been replaced, are due for replacement, and/or are no longer needed. They are now eligible for disposal and sale. The vehicles have either met the needed criteria for replacement or are in need of repairs costing more than the vehicle's value. In general, vehicles meet the criteria for replacement at 10 years of age and/or 100,000 miles. Following is a detailed listing of the vehicles and equipment that will be sent to public auction:

Unit	Year	Make/Model	VIN#	Mileage
22	1985	Utility Trailer	CA954177	-----
70	1982	Utility Trailer	Unknown	-----
72	1981	Millerbuilt Trailer	805415	-----
447	1994	Spray Trailer	1R9UA1914R1238355	-----
459	1995	Ford Aerial Truck	1FDN80C7SVA66298	51,453
481	2000	Buick Park Ave.	1G4CW54K814159388	118,209
488	1998	Ford Windstar	2FMZA51U9WBD79437	63,071
498	1999	Ford F-150	1FTRX17W9YKA21223	118,046
639	2006	Ford F-250	1FTNF20516EB58662	114,770
650	1977	Ford Beverage	N80FVBB4358	57,226
682	2003	Ford Ranger	1FTYR10U93PB69284	118,042
806	2004	Ford Crown Vic	2FAFP74W85X115750	170,274
808	2006	Ford Escape	1FMYU95H66KB68101	122,419
833	2003	Dodge Durango	1D4HR38N63F519052	106,500
856	2006	Ford Escape	1FMYU95H16KB68099	119,593
861	1994	Carson Trailer	4HXSC162XR000050	-----

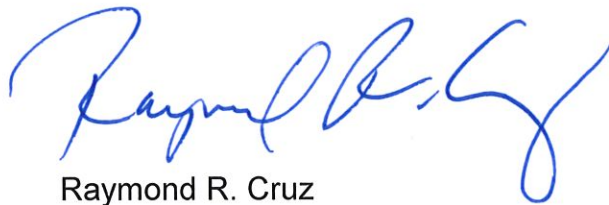
Equipment

The following is a list of obsolete equipment.

- Commercial Refrigerator
- Two Pallets of File Cabinets
- Two Pallets of Computer Components
- Commercial Ice Maker
- Two Dodge Engines
- Transmission
- Two Pallets of Misc. Water Parts
- Three Pallets of Office Panels
- Three Tool Boxes
- Three Exercise Bikes
- One Stairmaster
- Dance Floor
- Two Exhaust Fans
- Three Pallets of Appliances
- One Pallet of Generators
- Six Pallets of Misc. Auto Parts

FISCAL IMPACT

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



Raymond R. Cruz
City Manager



NEW BUSINESS

Approval of 2020 Art Fest Event Professional Services Agreement

RECOMMENDATION

Authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2020 Art Fest event.

BACKGROUND

Through the guidance and direction of the Heritage Arts Advisory Committee (HAAC), the City will once again host its annual Art Fest on May 1, 2020 at the Clarke Estate. The event continues to successfully grow year after year. Participation of artists has increased to over 300 who showcase their art in a variety of mediums, and approximately 3,000 guests attend this festival annually.

At the October 25, 2018 City Council meeting, Council approved a second Professional Services Agreement (PSA) of a two-year Art Fest PSA with Crepes and Grapes Café, LLC. Sandra Hahn. The PSA was approved in the amount of \$46,500 and implemented for the 2019 Art Fest. This coming year, we will be expanding the Juried Film Exhibit and enhancing Collector's Night; consequently, the amount of the agreement has increased to \$50,000. The Heritage Arts Advisory Committee (HAAC) and City Staff recommend this agreement because of the consultant's 3 years of prior exemplary service.

The 2020 Art Fest will follow the same format as in previous years and will continue to include educational workshops, local artists and art vendors, art for purchase, and enhanced entertainment, food and beverages. The film component and Trompe l'oeil art competition will also continue in 2020. Additionally, Ms. Hahn will be instrumental in coordinating and enhancing the Collector's Night on Thursday, April 30, 2020. On this evening, collectors will have an opportunity to enjoy an art mixer, view art, and purchase art pieces as well. We will work with the Santa Fe Springs Chamber of Commerce to promote this event and ensure its success.

The following are the anticipated services to be performed by the consultant for the 2020 Art Fest.

Pre-Art Fest Preparation:

Artist commissioning/recruitment - "Calling All Artists"– Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations. Also to include city employees and their family members.

Recruitment of Pop-up Artist Vendors – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Juried Film International Exhibit/Film Freeway Platform – Provide an “Open Call” for emerging filmmakers through Film Freeway. Recruitment of filmmakers to include a biography and cinematic screen shots of the artist’s work.

Collector’s Night – Thursday, April 30, 2020 – Coordinate all art mediums and display throughout select areas of the Clarke Estate. Create opportunities to meet with artists, film directors, actors and the business community.

Donations/Sponsorships/Silent Auction – Solicit potential sponsorships, and donations for the silent auction component.

Curation of art work – Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with artists on providing proper packaging of art for transportation.

Marketing – Design and print the visual marketing materials (i.e. “Call to Artist” postcards, fliers, posters, program with map, and sponsorship brochure), SFS ARTFEST Logo, design ad for electronic billboards, with City’s approval and specifications. Design and market “Silent Auction” materials, Trompe l’oeil Live installation competition, and Film Installation Screening. Consult with the City’s Social Media Administrator for cross promotions and marketing materials using the City’s logo and/or approved designs involving 2020 SFS ARTFEST through each party’s social media forums (i.e. Facebook, Twitter, Instagram) and the website for the Heritage Arts in Public Places Program which will link with the consultant’s website “Uptowncrawlers.com.”

Art Fest Event Implementation:

Collectors Night- Promote to Santa Fe Springs Chamber members to network among the artists, help engagement through cross-marketing efforts. This is a second night event for Community, Artists and Vendors.

Drop off / Installation / Pick up of art work - Plan and coordinate with City staff for check-in, artwork drop-off, installation and return of all unsold artwork.

Sales of Art - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Post Art Fest and Evaluation Report:

Final Report - Provide the City with a written summary and analysis report of all participating artists.

Meetings with City Staff:

Consultant will participate in all of the 2020 Art Fest Planning Committee meetings (meetings scheduled once a month, time and date to be determined). Meeting dates may be changed at the mutual consent of both parties.

PROPOSED TOTAL COST: \$50,000.00

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

LEGAL REVIEW

The City Attorney has reviewed the revised Professional Services Agreement for Crepes and Grapes Café, LLC. Sandra Hahn.

FISCAL IMPACT

The funding to cover the \$50,000.00 for the 2020 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program fund (10511001) and has no impact on the City's general fund.



Raymond R. Cruz
City Manager

Attachment(s)

1. City of Santa Fe Springs Professional Services Agreement with Crepes & Grapes Café, LLC. for 2020 SFS ARTFEST
2. 2020 SFS ARTFEST Budget Proposal from Consultant

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
CREPES & GRAPES CAFÉ, LLC
FOR 2020 SFS ARTFEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of October, 2020 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes Café, LLC., a California corporation ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for the 2020 Art Fest event, 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 requirements 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 and attached hereto as Exhibit "A" and Consultant's 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 \$50,000.00 (dollars).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in Exhibits A and B 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 twenty-five (25) 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 two (2) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Except for rain 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 seven months, ending on May 29, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both 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:

Crepes & Grapes, LLC.
Sandra Hahn
6560 Greenleaf Ave.
Whittier Ca, 90601

Tel:(562) 696-3255
Cell: (562) 708-1475

IF TO CITY:

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

Tel: (562) 868-0511

Attn: Maricela Balderas, Director
Department of Community
Services

Courtesy copy to:
City of Santa Fe Springs
9255 Pioneer Blvd
Santa Fe Springs, CA 90670
Attn: Ed Ramirez
Family & Human Services
Manager

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

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

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

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

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

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and sub Consultants, 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 sub Consultants 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 sub Consultants 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: _____

Sandra Hahn, Chief Executive Officer

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Juanita Trujillo
Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Edmund Ramirez
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Maricela Balderas
Director of Community Services

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Artist Recruitment

- "Calling All Artists"—Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 250 Artists with no more than two or three pieces of art per artist, Medium of art should include but not limited to:
 - fine arts
 - Chalk artists (to provide live artwork in the making)
 - Glass blowing artistry
 - Face painting and balloon artists
 - Street Art
 - Educational workshops/crafts
 - Finger painters
 - Food art
 - Floral art
 - Sand Art
 - Caricature artist
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of one featured and one or two guest artists. Consultant shall provide a proposal of recommended Artist to be featured and/or be guests. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured or guest artist.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no more than thirty (30) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Jury Competition and Art Handling of Awards

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
- Best of Show Trophies & Ribbons will be rewarded.
- Consultant will provide honorariums for jury and awards.

Juried Film International Exhibit / Film Freeway Platform

- Shall provide "Open Call" for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.
- Approximately 20-30 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.

- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.

Collector's Night- Thursday, April 30, 2020

- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community.
- Consultant shall provide staffing and arrange refreshments.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.

Curation of art

- Receive, review and approve artist applications, oversee cataloging and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

Trompe L'Oeil

- Consultant shall provide "Open Call" for installation make-up and industry artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 4-6 artists to create the live installation. Selected artists will be designated in areas throughout the festival grounds for a live competition.
- Consultant will provide collateral materials, recruitments, and jury packets.
- Consultant will provide awards and staffing.

Marketing

- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2020 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2020 SFS Art Fest.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to

execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.

- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

Post Art Fest and Evaluation

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial).

EXHIBIT B

CONSULTANT'S PROPOSAL

5/1/20 SFS ARTFEST Proposal

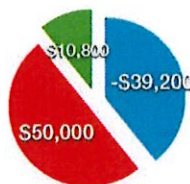
Budget

09-21-19

MONEY INCOME

City SFS Budget	\$0
Art Sales	\$2,000
Silent Auction Income	\$1,800
Sponsorships	\$7,000
TOTAL PROJECTED INCOME	\$10,800

Income Expenses



COST TO PRODUCE

Income minus expenses - \$39,200

ART FESTIVAL EXPENSES

CONSULTANT FEES

MARKETING & ADVERTISING

Collaborate and consult the CITY's Social Media Administrator through each party's social media forum (i.e. Facebook, Twitter, and Instagram). Attend various art events/shows to promote and recruit participation, distribution of postcards, flyers, and networking. \$3,000

DESIGN & MARKETING

Design for print and visual marketing materials. "Call to Artists" postcards, fliers, sponsorship brochure, map event program, design and update of website, social media banners, Chamber ADs, billboard, "Silent Auction" materials, "Create & Sip" materials, trompe l'oeil materials, film materials and jury show materials. \$2,000

PRINT COLLATERAL MATERIALS

Postcards 10K, save-the-date fliers 8K, map event program 200pc, sponsorship brochure 200pc and artist banners. \$2,400

DEDICATED WEBSITES

Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - www.artcrawlifest.com / We will be linking the Heritage Arts Advisory Committee. \$2,800

THURSDAY / COLLECTOR'S NIGHT

Over 500 works of art with varying mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community. \$1,200
Consultant shall provide staffing and arrange refreshments.

FEATURED & GUEST RECRUITING

Recruit and coordinate selection of two featured artists; one for the arts and the second for film; and one or two guest artists. Provide a proposal of recommended artists. Shall include a biography and pictures of the artist's work and set up meetings with each artist. The featured artist and guest artists would receive a stipend provided by the CITY. \$1,400
Consultant shall be solely responsible for the handling of all artworks and art transportation.

ARTIST RECRUITMENT, CURATION AND ART HANDLING

Recruit and coordinate selection of two featured artists; one for the arts and the second for film; and one or two guest artists. Provide a proposal of recommended artists. Shall include a biography and pictures of the artist's work and set up meetings with each artist. The featured artist and guest artists would receive a stipend provided by the CITY. \$30,000

- Art Handling: Responsible for the handling of all artworks, transportation of all artworks; CITY will provide metal grids for hanging artworks as well as outdoor and indoor moveable walls.
- "Calling All Artists" - Commission professional artists and recruit young artists in local middle schools, high schools, colleges, and non-profit organizations as well as artists at large. Recruit and secure no more than 200 Artists with no more than two or three pieces of art per artist.
- Coordinate an informational artist recruitment orientation and/or meetings with local school administrators and organizations to communicate all requirements of artists and Art Fest application submittals. Help recruit and secure pop-up artist vendors.
- Curation of Art - Receive, review, and approve artist applications, oversee cataloguing and documentation of all artwork, work with curators and artists on providing proper packaging of art for transportation. Coordinate artist check-in and artwork drop off to include completion of all necessary waivers. Responsible for labeling and tagging of all artwork. Work collaboratively with CITY staff to conduct all sales of art. Responsible for the take down and proper storage of artwork.

JURY COMPETITION AND ART HANDLING OF AWARDS

• Art Handling: Responsible for the handling of all artworks as well as transportation of all art. \$1,700
• Coordinate all efforts with selected jury panel for art jury competition. Awards
for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
Best of Show Trophies & Ribbons will be rewarded. *Consultant will provide honorariums for jury and awards.*

ART FESTIVAL EXPENSES

SILENT AUCTION

Create bid sheets for each Silent Auction item. Set up display tables and ensure that the event activity runs smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners as well as ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as tags, special Silent Auction art related items, some collateral materials, and staff to produce a Silent Auction event will be provided. CITY will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction.

Consultant will provide silent auction floor staffing.

\$900

TROMPE L'OEIL

Shall provide "Open Call" for installation make-up and industry artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 4-6 artists to create the live installation. Selected artists will be designated in areas throughout the festival grounds for a live competition. Consultant will provide collateral materials, recruitments, and jury packets. *Consultant will provide awards and staffing.*

\$2,100

JURIED FILM INTERNATIONAL EXHIBIT / FILM FREEWAY

Shall provide "Open Call" for emerging filmmakers through Film Freeway. Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work. Approximately 20-30 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival. Consultant will provide materials and staff. *Consultant will provide honorarium for host & film director.*

\$2,500

SPONSORSHIPS Solicit potential sponsorships and donations to help support SFS Art Fest event activities. Consultant will receive a 10% finders fee for any secured sponsorships.

TOTAL EXPENSES

\$50,000

EXHIBIT C
FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the Agreement, the Consultant shall be paid \$17,500;
2. Upon completion of the informational artist recruitment orientation meeting in January 2020 (date and time to be determined by CITY and Consultant) the Consultant shall be paid \$15,000;
3. Upon completion of the SFS ARTFEST event on May 1, 2020, the Consultant shall be paid \$10,000; and
4. Upon completion of the Post-SFS ARTFEST evaluation report, the Consultant shall be paid \$7,500.

EXHIBIT D
PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November – December, 2019 (time to be determined by CITY)
- 2nd Tuesday of the month, January – March, 2020 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e., "Call to Artist" postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 30, 2019 and continue promotion through April 17, 2020.
- b. Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2020 through each Parties social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. Art Fest Event Promotional Flyers shall be disseminated no later than January 31, 2020 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials, Trompe l'oeil Live installation competition, and Film Installation Screening and be approved by City by January 17, 2020.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than January 10, 2020 and remain available through April 17th, 2020. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than December 13, 2019.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 2020 (Specific date to TBD by Consultant). Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2020. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 200 and 250 exhibiting artists. Of those exhibiting artists: Between 100 and 125 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 15 Gallery Artists with two selected curators to represent 8 to 10 artists, each artist will showcase between 5 and 10 pieces of artwork each; 40 Silent Auction items; and 20-30 Artist retail Vendors.
- l. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by April 14, 2020. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2020.
- m. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists.
- n. Art vendors submittals shall include but is not limited to the following:

- i. Fine arts
 - ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
 - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iv. Face painting and balloon artists
 - v. Street Art (muralist providing live art on canvas)
 - vi. Budget for live artwork in the making (location to be determined)
 - vii. Educational workshops/crafts (professional / CITY staff driven)
 - viii. Food Art (to possibly include live artistry)
 - ix. Floral Art (hands on and on display)
 - x. Sand Art (sculptures or cultural creations)
 - xi. Caricature Artists
 - xii. Poetry (designate a poetry recital location)
 - xiii. Performing Artist (to be part of entertainment)
 - xiv. Art Installations (i.e., Sculpture Garden)
 - xv. Film Installations
 - xvi. Photography
- o. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- p. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Collector's Night on April 30, 2020. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.
- q. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.

- r. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via www.artcrawlfest.com. No submissions will be permitted after the deadline of April 15th, 2020.
- s. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 17, 2020.
- t. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 24, 2020 - 11:00a.m. – 3:00p.m. (Art Deliveries)
 - Saturday, April 25, 2020 - 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
 - Monday, April 27, 2020 - 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, April 28, 2020 - 8:00a.m. – 4:00p.m. (Art Deliveries)
 - Wednesday, April 29, 2020 - 8:00a.m. – 4:00p.m. (Art Installations)
 - Thursday, April 30, 2020 - 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
 - Thursday, April 30, 2020 – 5:00 p.m. – 9:00 p.m. (COLLECTORS NIGHT)
 - Friday, May 1, 2020 - 8:00a.m. – 12:00a.m. (DAY OF EVENT)
 - Saturday, May 2, 2020 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- u. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- v. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by April 27, 2020 or TBD.
- w. Consultant to assist and research local community based Food vendors.
- x. Consultant to assist City with event entertainment timeline for program.
- y. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- z. CITY will provide all checks for Feature and Guest Artist prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by April 30, 2020
- c. Consultant shall have all artwork hung and displayed by April 30, 2020, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate



- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases
- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of items sold and money collected by May 11, 2020
Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. **Consultant Debriefing Report:** A special meeting between Consultant and CITY shall be held on May 22, 2020 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the May 26, 2020 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).

EXHIBIT E

CERTIFICATES OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/29/2018	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER KCAL Insurance Agency 2048 S. Hacienda Blvd., Hacienda Heights, CA 91745 License #: 0B07015		CONTACT NAME: Emery Lee PHONE: (626)333-1111 FAX: (626)369-7539 E-MAIL: emery@kcal.net INSURER(S) AFFORDING COVERAGE: TRAVELERS INSURANCE NAIC #: 19046 INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:			
INSURED CREPES & GRAPE CAFE LLC DBA CREPES & GRAPE CAFE 6560 GREENLEAF AVE WHITTIER, CA 90601					
COVERAGES		CERTIFICATE NUMBER: 00000000-61281		REVISION NUMBER: 3	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
INSURER	TYPE OF INSURANCE	POLICY NO.	POLICY EXT.	POLICY EXP.	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	6806405N723	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Per person) \$ 300,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION:				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER PROPERTY FOR THE EXECUTIVE OFFICER/OWNER/EXC. OFFICER (Mandatory in NH) PER. DISAB. BENEFIT DESCRIPTION OF OPERATIONS: N/A	Y/N	N/A		PER STATUTE <input type="checkbox"/> PER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - CA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder has been added as additional insured with respect for general liability. Event Date 05/03/2018					
CERTIFICATE HOLDER			CANCELLATION		
Santa Fe Springs Art Fest City of Santa Fe Springs, Edmund Ramirez Clarke Estate, 10211 Pioneer Blvd. Santa Fe Springs, CA 90670			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:  (EME)		

ACORD 25 (2010/03)

The ACORD name and logo are registered marks of ACORD

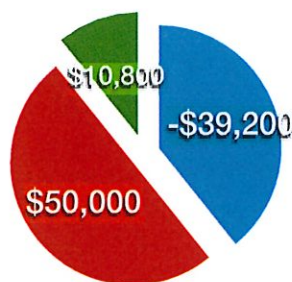
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Printed by EME on March 28, 2018 at 02:00PM

Art Fest Event Insurance to be provided by City.

MONEY INCOME

City SFS Budget	\$0
Art Sales	\$2,000
Silent Auction Income	\$1,800
Sponsorships	\$7,000
TOTAL PROJECTED INCOME	\$10,800

Income Expenses**COST TO PRODUCE**

Income minus expenses	-\$39,200
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ATTACHMENT 2

- Income Minus Expenses
- Consultant Fees
- Projected Income

ART FESTIVAL EXPENSES**CONSULTANT FEES****MARKETING & ADVERTISING**

Collaborate and consult the CITY's Social Media Administrator through each party's social media forum (i.e. Facebook, Twitter, and Instagram). Attend various art events/shows to promote and recruit participation, distribution of postcards, flyers, and networking.

\$3,000

DESIGN & MARKETING

Design for print and visual marketing materials. "Call to Artists" postcards, fliers, sponsorship brochure, map event program, design and update of website, social media banners, Chamber ADs, billboard, "Silent Auction" materials, "Create & Sip" materials, trompe l'oeil materials, film materials and jury show materials.

\$2,000

PRINT COLLATERAL MATERIALS

Postcards 10K, save-the-date fliers 8K, map event program 200pc, sponsorship brochure 200pc and artist banners.

\$2,400

DEDICATED WEBSITES

Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - www.artcrawlfest.com / We will be linking the Heritage Arts Advisory Committee.

\$2,800

THURSDAY / COLLECTOR'S NIGHT

Over 500 works of art with varying mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community. *Consultant shall provide staffing and arrange refreshments.*

\$1,200

FEATURED & GUEST RECRUITING

Recruit and coordinate selection of two featured artists; one for the arts and the second for film; and one or two guest artists. Provide a proposal of recommended artists. Shall include a biography and pictures of the artist's work and set up meetings with each artist. The featured artist and guest artists would receive a stipend provided by the CITY. *Consultant shall be solely responsible for the handling of all artworks and art transportation.*

\$1,400

ARTIST RECRUITMENT, CURATION AND ART HANDLING

- Art Handling: Responsible for the handling of all artworks, transportation of all artworks; CITY will provide metal grids for hanging artworks as well as outdoor and indoor moveable walls.
- "Calling All Artists" – Commission professional artists and recruit young artists in local middle schools, high schools, colleges, and non-profit organizations as well as artists at large. Recruit and secure no more than 200 Artists with no more than two or three pieces of art per artist.
- Coordinate an informational artist recruitment orientation and/or meetings with local school administrators and organizations to communicate all requirements of artists and Art Fest application submittals. Help recruit and secure pop-up artist vendors.
- Curation of Art – Receive, review, and approve artist applications, oversee cataloguing and documentation of all artwork, work with curators and artists on providing proper packaging of art for transportation. Coordinate artist check-in and artwork drop off to include completion of all necessary waivers. Responsible for labeling and tagging of all artwork. Work collaboratively with CITY staff to conduct all sales of art. Responsible for the take down and proper storage of artwork.

\$30,000

JURY COMPETITION AND ART HANDLING OF AWARDS

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition.

\$1,700

Awards

<p>Create bid sheets for each Silent Auction item. Set up display tables and ensure that the event activity runs smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners as well as ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as tags, special Silent Auction art related items, some collateral materials, and staff to produce a Silent Auction event will be provided. CITY will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction.</p> <p><i>Consultant will provide silent auction floor staffing.</i></p>		
<p>TROMPE L'OEIL</p> <p>Shall provide "Open Call" for installation make-up and industry artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 4-6 artists to create the live installation. Selected artists will be designated in areas throughout the festival grounds for a live competition. Consultant will provide collateral materials, recruitments, and jury packets. <i>Consultant will provide awards and staffing.</i></p>		\$2,100
<p>JURIED FILM INTERNATIONAL EXHIBIT / FILM FREEWAY</p> <p>Shall provide "Open Call" for emerging filmmakers through Film Freeway. Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work. Approximately 20-30 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival. Consultant will provide materials and staff. <i>Consultant will provide honorarium for host & film director.</i></p>		\$2,500
<p>SPONSORSHIPS Solicit potential sponsorships and donations to help support SFS Art Fest event activities. Consultant will receive a 10% finders fee for any secured sponsorships.</p>		
TOTAL EXPENSES		\$50,000



City of Santa Fe Springs
City Council Meeting

ITEM NO. 7

October 8, 2019

NEW BUSINESS

Approval of Café Libro Concession Agreement Renewal with Tierra Mia Coffee Company

RECOMMENDATION

- Authorize the Mayor to execute a one-year agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

BACKGROUND

The Tierra Mia Coffee Company is currently providing concession services in the Café Libro area of the City Library under a one-year concession agreement. The prior one-year concession agreement that was approved by City Council on July 12, 2018, concluded on July 31, 2019. The Council approved a month-to-month agreement with Tierra Mia on July 25, 2019, in order for Tierra Mia to complete their internal audit. Changes to the one-year agreement include a month-to-month provision, a clause allowing us to cancel the agreement, and inclusion of date due for the monthly rental fee. It is recommended that the rental obligation remain at \$300.00 per month.

Tierra Mia Coffee Company has recently completed a cost analysis based on current operating hours. Based on the findings of this analysis, they would like to open at 10 a.m. Monday through Thursday instead of at 9 a.m., one hour prior to the Library's opening time.

LEGAL REVIEW

The City Attorney has reviewed the proposed lease agreement.

FISCAL IMPACT

The fiscal impact will be the continued revenue generated from the collection of rental fees.

INFRASTRUCTURE IMPACT

Tierra Mia Coffee Company provides a valuable amenity to the overall Library experience for patrons and the community at large.

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

Raymond R. Cruz
City Manager

Attachment:

Café Libro Concession Agreement

**City of Santa Fe Springs Library
Café Libro**

CONCESSION AGREEMENT

This Concession Agreement is made and entered into this 8th day of October, 2019, by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and TIERRA MIA COFFEE COMPANY, A CALIFORNIA CORPORATION, hereinafter referred to as the "Concessionaire."

WITNESSETH THAT:

WHEREAS, the City owns a café concession at its Library, 11700 Telegraph Road, Santa Fe Springs, California and,

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a café concession to the Concessionaire for the purpose of operating a café service located in said Library, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties do hereby agree as follows:

1. The City hereby grants to the Concessionaire the right to the use and operation of a cafe service concession in the Café Libro service area at Library located at 11700 Telegraph Road, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof.
2. The Concessionaire shall have the privilege of operating a cafe and refreshment concession at said café, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
3. For the purpose of this Agreement, the "cafe and refreshment concession" shall be deemed to include coffee, pastries, candy, and beverages, and other items expressly approved by the City.
4. The Concessionaire agrees that the sale, use of, or possession of beer or other alcoholic beverages during service hours or otherwise on the premises is expressly prohibited.
5. The term of this Agreement shall be for a One (1)-year period, **October 8, 2019 through October 7, 2020**. This Agreement may be renewed if both parties agree to mutually acceptable changes to the terms and conditions of this agreement. In the event that the Agreement is not renewed by mutual agreement at the end of the aforementioned term,

Concessionaire may hold-over and continue to occupy the premises with the written consent of City. The hold-over tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the aforementioned term of the herein Agreement.

6. During the twelve months of this Agreement, effective October 8, 2019, the City will charge the Concessionaire a rental amount of \$300.00 per month, payable in advance on the first day of each month.
7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Library Services Division Director or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without notification to the City or its Library Services Division Director.
8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and its Library Services Division Director.
9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
10. The Concessionaire will market and promote the business at its own expense.
11. The Concessionaire agrees it will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a part hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Library Services Division Director or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Library Services Division Director determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
13. The Concessionaire agrees to comply with all City and County laws, rules and regulations, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
14. The Concessionaire agrees that competent persons will be in attendance on the premises at all times, and that one person will at all times be in charge of the concession, and the Library Services Division Director shall be notified of the person in charge of the concession.
15. The Concessionaire agrees that it will not, in the operation of said concession, interfere in any way with the general use of the Library or other facilities provided by the City, and

the Concessionaire agrees that neither it nor its employees or agents will interfere with the public use and enjoyment of the Library.

16. The Concessionaire agrees that it will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.
17. The City shall maintain the premises as set forth and described in Exhibit "A."
18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A."
19. The Concessionaire shall have the right to install a security camera system within the concession area. Prior to installation, the Concessionaire agrees to provide to the City's Police Services Department product specifications, installation requirements, and proposed equipment locations. The City's Police Services Department will review and approve the proposed security camera system, and also any future proposed modifications to the system. The City's Public Works Department will coordinate, schedule and monitor installation of the proposed security camera system, and also the installation of any future modifications to the system.
20. The Concessionaire shall be solely responsible for the installation, operation, and maintenance of the security camera system. In case of a power failure, the City will not be held responsible for the operation of the system. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of the installation and operation of the security camera system.
21. The Concessionaire acknowledges that it has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs, or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A." The Concessionaire further agrees that it will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Library Services Division Director. The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A."
22. If the premises operated by the Concessionaire and/or the Library building shall be so damaged by fire, earthquake, casualty, war, insurrection, riot, or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their

prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs. In addition, should the City close the Library permanently or temporarily, then this Agreement, at the option of either party, shall immediately cease and terminate. However, if the closure is temporary for a remodel, or other reason, the Parties may by mutual agreement continue with this Concession Agreement, for the operation of the concession, upon the termination of the closure period.

23. The Concessionaire shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.

B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.

C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

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

Any aggregate insurance limits must apply solely to this Agreement.

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

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

24. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including

costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents, or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.

25. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
26. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Library Services Division Director.
27. The Concessionaire agrees that upon the expiration of the term hereof, it will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
28. The Concessionaire agrees that it will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
29. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
 - (a) Upon the death of the Concessionaire's principal owner;
 - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
 - (c) Upon any court taking jurisdiction of the Concessionaire and its assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
 - (d) Upon the Concessionaire's making any general assignment of its assets for the benefit of creditors;
 - (e) Upon the nonperformance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
30. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions, or agreement herein contained, the City will give the Concessionaire 30 days notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.

31. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at its option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
32. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation thereof, or any public letter box and any such notice and the envelope containing the same shall be addressed to the Concessionaire at 11700 Telegraph Road, Santa Fe Springs, CA 90670 or such other place as may here after be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Library Services Division Director, City of Santa Fe Springs, 11710 East Telegraph Road, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.
33. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS

By _____
Mayor

CONCESSIONAIRE

By _____

ATTEST:

City Clerk

EXHIBIT "A"

LIBRARY CAFÉ LIBRO CONCESSION TERMS SUMMARY OF CITY RESPONSIBILITIES

The City will:

1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware, and kitchen appliances owned by the City. Said appliances include:
 - (a) Espresso Machine
 - (b) Microwave
 - (c) Ice Machine
 - (d) Reach-in Refrigerator/Freezer
 - (e) Under-Counter Refrigerator
 - (f) Front Service Counter with Display Case
 - (g) Cup Dispenser, Scullery Sink, Faucets, Overhead Cabinets, Wall Shelf, Service counter with Sink, Trash Receptacle.
2. Provide access to the café and its equipment, as well as overnight and weekend storage.
3. Provide utilities except for phone.

EXHIBIT "B"

SUMMARY OF CONCESSIONAIRE'S RESPONSIBILITIES

1. Use of high quality coffee and pastries. Maintain cafe facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
2. Notify the City of changes to menu plan and prices.
3. Provide a telephone line, separate from the Library phone service, for use in the concession by Concessionaire's representatives.
4. Operate a café service concession during Library open hours.
5. Submit to the City for approval all plans for graphics, advertisements, or signs that relate to the café food concession.
6. Provide and supervise employees in the concession who are acceptable to the Library Services Division Director or her designated representatives.
7. Keep the kitchen area and condiment counter clean and in compliance with City and County sanitation and safety regulations. Remove trash from the kitchen area at the end of operating hours.
8. Provide the City with County inspection notices and rating information.
9. The Concessionaire will be responsible for routine supervision, cleaning, and trash removal with the Café Libro seating area within the Library.
10. The Concessionaire is required to maintain a City business license, Los Angeles County Department of Health Permit, and all required compliance documentation for this type of service.



NEW BUSINESS

Authorize the Purchase of Vehicles & Equipment by Piggybacking off of Sourcewell Cooperative Contracts

RECOMMENDATION

- Authorize the purchase of one (1) 2020 Ford Fusion Hybrid off Sourcewell contract No. 120716-NAF through National Auto Fleet Group for \$33,178.73
- Authorize the purchase of one (1) 2020 Ford Ranger off of Sourcewell contract No. 120716-NAF through National Auto Fleet Group \$28,823.70
- Authorize the purchase of one (1) 2020 Ford F550 with an Altec aerial device off of Sourcewell contract No. 021418-ALT for \$115,896.82 through Altec, Inc.
- Authorize the Director of Purchasing Services to issue purchase orders to procure these vehicles and equipment.

BACKGROUND

In the Fiscal Year 2019-20 Budget the City Council approved the purchase of the above vehicles and equipment. The vehicles being replaced are Unit 641 for Planning and Units 602 & 671 for Public Works. The Director of Purchasing Services requests approval to authorize these purchases by "piggybacking" off Sourcewell cooperative contracts. Cooperative contracts work by aggregating the potential purchases of government agencies regionally and/or nationally to drive down the costs of products. Sourcewell holds hundreds of competitively solicited cooperative contracts, including those above.

The quoted amounts includes all taxes, fees, and delivery.

FISCAL IMPACT

The City Council approved in the Fiscal Year 2019-20 Budget \$190,000 for the acquisition of these vehicles and equipment. The cost to purchase these vehicles off these cooperative contracts total \$177,899.25, a savings of \$12,100.75 compared to the budgeted amount.


Raymond R. Cruz
City Manager

Attachments

1. National Auto Fleet Quote – Ford Fusion
2. National Auto Fleet Quote – Ford Ranger
3. Cooperative Contract Docs – Fusion & Ranger
4. National Auto Fleet Quote – Ford/Altec
5. Cooperative Contract Docs – Ford/Altec

ATTACHMENT 1



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/29/2019

Quote ID: **19974**

Order Cut Off Date: **TBA**

paul martinez
city of santa fe springs
finance

11710 TELEGRAPH RD

Santa Fe Springs, California, 90670

Dear paul martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Ford Fusion Hybrid (P0M) SEL FWD,) and delivered to your specified location, each for

	One Unit
Contract Price	\$29,975.24
Tax (10.5000 %)	\$3,147.40
Tire fee	\$8.75
Total	\$33,131.39

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

ENGINE	
Code	Description
99U	ENGINE: 2.0L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)
TRANSMISSION	
Code	Description
44J	TRANSMISSION: ECVT, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
LT	EBONY, ACTIVEX HEATED BUCKET SEATS, -inc: 10-way power driver seat (fore/aft, up/down, tilt, recline, 2-way power lumbar) w/2 driver side memory settings, 6-way power front passenger seat (fore/aft, up/down w/recline) and 4-way front seat head restraints
OPTION PACKAGE	
Code	Description
600A	EQUIPMENT GROUP 600A
ADDITIONAL EQUIPMENT	
Code	Description
153	FRONT LICENSE PLATE BRACKET
12C	PREMIUM FRONT & REAR FLOOR MATS, -inc: trunk mat

2020 Fleet/Non-Retail Ford Fusion Hybrid SEL FWD

WINDOW STICKER

2020 Ford Fusion Hybrid SEL FWD

CODE	MODEL	MSRP
P0M	2020 Ford Fusion Hybrid SEL FWD	\$31,630.00
OPTIONS		
99U	ENGINE: 2.0L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)	\$0.00
44J	TRANSMISSION: ECVT, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
LT	EBONY, ACTIVEX HEATED BUCKET SEATS, -inc: 10-way power driver seat (fore/aft, up/down, tilt, recline, 2-way power lumbar) w/2 driver side memory settings, 6-way power front passenger seat (fore/aft, up/down w/recline) and 4-way front seat head restraints	\$0.00
600A	EQUIPMENT GROUP 600A	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
12C	PREMIUM FRONT & REAR FLOOR MATS, -inc: trunk mat	\$175.00

Please note selected options override standard equipment

SUBTOTAL	\$31,805.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$995.00
TOTAL PRICE	\$32,800.00

Est City: 43 (2019) MPG
 Est Highway: 41 (2019) MPG
 Est Highway Cruising Range: 574.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.0L iVCT Atkinson Cycle I-4 Hybrid
Transmission: eCVT
50-State Emissions System
Engine Auto Stop-Start Feature
Front-Wheel Drive
500CCA Maintenance-Free Battery w/Run Down Protection
Hybrid Electric Motor
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
14 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion Traction Battery

EXTERIOR

Wheels: 17" Sparkle Silver-Painted Aluminum
Tires: 235/50R17
Spare Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Chrome Side Windows Trim
Chrome Door Handles
Body-Colored Power w/Tilt Down Heated Side Mirrors w/Driver Auto Dimming, Convex Spotter, Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Defroster
Light Tinted Glass
Speed Sensitive Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Chrome Grille
Trunk Rear Cargo Access
Perimeter/Approach Lights
LED Brakelights
Autolamp Fully Automatic Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

ENTERTAINMENT

Radio: AM/FM/MP3 Premium Audio System -inc: 11 speakers and SiriusXM radio w/a 6-month prepaid subscription, SiriusXM not available in AK/HI, Sirius XM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Integrated Roof Antenna

SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, Apple CarPlay, Android Auto and 2 smart charging USB ports

3 LCD Monitors In The Front

Siriusxm Traffic Real-Time Traffic Display

INTERIOR

8-Way Driver Seat

Passenger Seat

60-40 Folding Bench Front Facing Fold Forward Seatback ActiveX Leatherette Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access

Leather/Metal-Look Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Keypad

Remote Releases -Inc: Power Cargo Access and Power Fuel

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Garage Door Transmitter

Cruise Control w/Steering Wheel Controls

Distance Pacing w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look/Piano Black Console Insert and Chrome Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Metal-Look Gear Shift Knob
ActiveX Heated Bucket Seats -inc: 10-way power driver seat (fore/aft, up/down, tilt, recline, 2-way power lumbar) w/2 driver side memory settings, 6-way power front passenger seat (fore/aft, up/down w/recline) and 4-way front seat head restraints
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
Cargo Features -inc: Spare Tire Mobility Kit
Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
Tracker System
Door Mirrors
FOB Controls -inc: Trunk/Hatch/Tailgate, Windows and Remote Engine Start
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Display
Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
1 Seatback Storage Pocket
Seats w/Leatherette Back Material
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
2 12V DC Power Outlets
Air Filtration

SAFETY

AdvanceTrac Electronic Stability Control (ESC)
ABS And Driveline Traction Control

Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
911 Assist Emergency Sos
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - Blind Spot Information System (BLIS) Blind Spot Sensor
Ford Co-Pilot360 - Automatic Emergency Braking (AEB) and Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

ATTACHMENT 2



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/24/2019

9/25/2019 Re-Configured

Quote ID: 20500 R1

Order Cut Off Date: TBA

paul martinez
city of santa fe springs
finance

11710 TELEGRAPH RD

Santa Fe Springs, California, 90670

Dear paul martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Ford Ranger (R1E) XL 2WD SuperCab 6' Box 126.8" WB,) and delivered to your specified location, each for

	One Unit
Contract Price	\$26,076.88
Tax (10.5000 %)	\$2,738.07
Tire fee	\$8.75
Total	\$28,823.70

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

ENGINE	
Code	Description
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)
TRANSMISSION	
Code	Description
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
WHEELS	
Code	Description
64A	WHEELS: 16" SILVER STEEL, (STD)
TIRES	
Code	Description
___	TIRES: P255/70R16 A/S BSW, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
SH	EBONY, FRONT VINYL BUCKET SEATS, -inc: manual 4-way adjustable driver/passenger w/manual lumbar, flow-through console and floor shifter
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
86S	TOUGH BED SPRAY-IN BEDLINER
16E	CARPET FLOORING W/FLOOR MATS

17C	TRAY STYLE FLOOR LINER
OPTION PACKAGE	
Code	Description
100A	EQUIPMENT GROUP 100A BASE

2020 Fleet/Non-Retail Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

WINDOW STICKER

2020 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

CODE	MODEL	MSRP
R1E	2020 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB	\$24,410.00
OPTIONS		
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)	\$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	\$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	\$0.00
—	TIRES: P255/70R16 A/S BSW, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
SH	EBONY, FRONT VINYL BUCKET SEATS, -inc: manual 4-way adjustable driver/passenger w/manual lumbar, flow-through console and floor shifter	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver	\$495.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
86S	TOUGH BED SPRAY-IN BEDLINER	\$495.00
16E	CARPET FLOORING W/FLOOR MATS	\$145.00
17C	TRAY STYLE FLOOR LINER	\$160.00
100A	EQUIPMENT GROUP 100A BASE	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$25,705.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,195.00
TOTAL PRICE	\$26,900.00

Est City: 21 (2019) MPG
 Est Highway: 26 (2019) MPG
 Est Highway Cruising Range: 468.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost -inc: auto start-stop technology
Transmission: Electronic 10-Speed SelectShift Auto
3.73 Axle Ratio
GVWR: 6,050 lbs
50-State Emissions System
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1860lbs. Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
18 Gal. Fuel Tank
Single Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 16" Silver Steel
Tires: P255/70R16 A/S BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels

Black Grille
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
Radio w/Seek-Scan, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and External Memory Control
Streaming Audio
Integrated Roof Antenna
4 Speakers
1 LCD Monitor In The Front

INTERIOR

Driver Seat
2-Way Passenger Seat -inc: Manual Lumbar Support
Removable Full Folding Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer
Fixed Rear Windows
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Front Cloth Bucket Seats -inc: manual 4-way adjustable driver/passenger w/manual lumbar, flow-through console and floor shifter
Day-Night Rearview Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights

Smart Device Remote Engine Start
Tracker System
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Trip Computer
Analog Display
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera

ATTACHMENT 3

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Cooper
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

ATTACHMENT 4



Quote Number: 552897 - 1
Altec, Inc.

September 9, 2019
Our 90th Year

Ship To:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS, CA 90670
US

Bill To:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS, CA 90670
United States

Attn:
Phone:
Email:

Altec Quotation Number: 552897 - 1
Account Manager: Albert Gutierrez
Technical Sales Rep: Brooklyn Ryan Russell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features: A. Ground to bottom of platform height: 37.8 feet B. Working height: 42.8 feet C. Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height). D. Telescopic boom extension: 9 feet 8 inches E. Continuous rotation F. Insulating Aerial Device, ANSI Category C, 46kV and Below G. Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation. H. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. I. Telescoping upper boom: Articulation is from -25 to 75 degrees. J. Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance. K. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. L. One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools M. Hydraulic System: Open center system operating at 5gpm and 2,400 psi. N. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. O. Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	P. Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT37G Unit Model	1	
3.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1	
4.	Post style pedestal mounting	1	
5.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
6.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1	
7.	Two (2) Platform Steps	1	
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
9.	Platform liner for a 24 x 30 x 42 inch platform	1	
10.	Platform Capacity, 400LBS.	1	
11.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates lower boom up/down, and twist operates articulating arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1	
12.	Manual lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
14.	HVI-22 Hydraulic Oil (Standard).	9	
15.	Standard Pump For PTO	1	
16.	Hot shift PTO for automatic transmission	1	
17.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
18.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return) Locate and Install at the Curbside Rear of Pintle Assembly	1	

Body

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
19.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 29 Inch Long Tailshelf to Meet the Following Specifications: A. Basic body fabricated from A40 grade 100% zinc alloy coated steel B. All doors are full, double paneled, self-sealed with built-in drainage. C. Stainless steel hinge rods extend full length of door. D. Door hinges are zinc alloy material attached with rivets E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers. F. Heavy-gauge welded steel frame construction with smooth galvaneal floor. G. Possible contact edges are folded for safety. H. Door header drip rail at top for maximum weather protection. I. Neoprene or rolled fenders on wheel fender panels. J. Steel treated for improved primer bond and rust resistance. K. Automotive underseal applied to body. L. Automotive type non-porous door seals fastened to the door facing. M. 108 Inch Body Length N. 40 Inch Body Height (Standard) O. 94 Inch Body Width (Standard) P. 20 Inch Body Compartment Depth (Standard) Q. Finish paint body Altec White at body manufacturer. R. 8 Inch Body crossmembers (Standard) S. No Treadplate On Compartment Tops T. 6 Inch tall wooden tailboard installed at the rear of body cargo area U. Stainless Steel Rotary Paddle Latch With Lock (Standard) V. Master Body Locking System (Standard) W. One (1) wheel chock holder installed in fender panel on each side of body. X. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard) Y. Chains On Horizontal Doors Z. Hotstick shelf extending full length of body on Curbside. AA. Drop-Down Hot Stick Door For One (1) Shelf (Right Side) AB. Two (2) Hot Stick Brackets AC. 1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers AD. 1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers AE. Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks AF. 1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall AG. 1st Horizontal Curbside (RH) - Vacant AH. Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers AI. One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments AJ. 29 Inch Tailshelf with Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	1	
20.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	1	
21.	Body Frame Designed For ATG Subbase	1	
<u>Body and Chassis Accessories</u>			
22.	ICC Underride Protection	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
23.	Receiver Hitch, 2", Class 3	1	
24.	Receiver Ball Assembly, Includes 2" Ball And Mounting Bracket Ball to be 2 5/16" in lieu of 2"	1	
25.	Set Of Eye Bolts for Trailer Safety Chain, Installed one each side of towing device mount.	1	
26.	Front Torsion Bar Installed On Chassis DO NOT APPLY FRONT TORSION BAR TO BUILD -Customer does not want Front torsion bars due to clearance issues -Please Add Timbren Springs for Extra Stability	1	
27.	Rear Torsion Bar Installed On Chassis Shall be Over Frame	1	
28.	Timbren Springs for Front Suspension	1	
29.	Appropriate counterweight added for stability.	1	
30.	Cable Step Installed At Rear, Double Step with Rigid Top Step Located on the Curbside of the Tailshelf	1	
31.	Platform Rest, Rigid with Rubber Tube	1	
32.	Platform to be rotated and stowed in the side mounted position	1	
33.	Boom Rest for a Telescopic Unit Locate and install as close to the Streetside Cargo Area Wall as possible to maximize access to the Cargo Area	1	
34.	Mud Flaps With Altec Logo (Pair)	1	
35.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear	1	
36.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
37.	U-Shaped Grab Handle Located on the Curbside Rear of the Tailshelf	1	
38.	Small Grab Handle Installed At Rear Locate and Install the following: -One (1) Rear Vertical Curbside of body -One (1) Rear Curbside of tailshelf	2	
39.	Slope Indicator Assembly For Machine Without Outriggers	1	
40.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	
41.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed Shall be mounted behind the seats in Chassis Cab	1	
42.	Triangular Reflector Kit, Shipped Loose	1	
43.	Vinyl manual pouch for storage of all operator and parts manuals	1	
44.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1	
45.	Spare Ford Fob Key	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Electrical Accessories</u>			
46.	Compartment Lights Wired To Dash Mounted Master Switch	1	
47.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
48.	Altec Standard Amber LED Strobe Light with Brush Guard Post Mounted on Streetside behind cab -Visible above cab roof -Master switch and indicator light in cab	1	
49.	Custom Light Bar Sho-Me LED Signal Stick Model No. 11.2731 REF P/N 970162247	1	
50.	Remote Spot Light, Halogen, Permanent Mount with Programmable Wireless Remote Control Locate and Install: -One (1) Post Mounted on the curbside front of body -One (1) Post Mounted on the streetside front of body	2	
51.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
52.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
53.	Ford Upfitter Switches (Supplied With Chassis)	1	
54.	Power Distribution Module 6 Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
55.	Install secondary stowage system.	1	
56.	PTO Indicator Light Installed In Cab	1	
<u>Finishing Details</u>			
57.	Powder Coat Unit Altec White	1	
58.	Finish Paint Body Accessories Above Body Floor Altec White	1	
59.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
60.	Apply Non-Skid Coating to all walking surfaces	1	
61.	English Safety And Instructional Decals	1	
62.	Vehicle Height Placard - Installed In Cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
63.	Placard, HVI-22 Hydraulic Oil	1	
64.	Dielectric test unit according to ANSI requirements.	1	
65.	Stability test unit according to ANSI requirements.	1	
66.	Regional Build	1	
67.	Delivery Of Completed Unit	1	
68.	Inbound Freight	1	
69.	AT37G FA Installation	1	
<u>Chassis</u>			
70.	Chassis	1	
71.	Altec Supplied Chassis	1	
72.	2020 Model Year	1	
73.	Ford F550	1	
74.	4x2	1	
75.	60 Clear CA (Round To Next Whole Number)	1	
76.	Regular Cab	1	
77.	Chassis Cab	1	
78.	Chassis Color - White	1	
79.	Chassis Wheelbase Length - 145	1	
80.	Ford Gas 7.3L	1	
81.	Ford 10-Speed Automatic Transmission (w/PTO Provision)	1	
82.	GVWR 18,000 LBS	1	
83.	7,500 LBS Front GAWR	1	
84.	Spring Suspension	1	
85.	13,660 LBS Rear GAWR	1	
86.	225/70R19.5 Front Tire	1	
87.	225/70R19.5 Rear Tire	1	
88.	Hydraulic Brakes	1	
89.	Park Brake In Rear Wheels	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 552897 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
90.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
91.	63C - Aft Axle Frame Extension	1	
92.	No Idle Engine Shut-Down Required	1	
93.	50-State Emissions	1	
94.	Ford 40 Gallon Fuel Tank (Rear)	1	
95.	AM/FM Radio	1	
96.	Air Conditioning	1	
97.	Keyless Entry	1	
98.	Power Door Locks	1	
99.	Power Windows	1	
100.	Tachometer	1	
101.	Max Tow Package	1	
102.	Running Boards (Supplied By Chassis OEM)	1	
103.	Trailer Brake Controller (Factory Installed)	1	
104.	Vinyl Split Bench Seat	1	

Additional Pricing

105.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	--

Unit / Body / Chassis Total	104,884.00
FET Total	0.00
Total	104,884.00

SFS TAX 10.5%	11,012.82
TOTAL	115,896.82

Altec Industries, Inc.

BY _____

Brooklyn Ryan Russell

Notes:

We Wish To Thank You For Giving Us The Pleasure
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UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 552897 - 1
Altec, Inc.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 8 of 8

Paul J. Martinez

From: Albert Gutierrez <Albert.Gutierrez@altec.com>
Sent: Monday, September 09, 2019 7:46 AM
To: Paul J. Martinez
Subject: Fwd: City of Sante Fe Springs
Attachments: City of Sante Fe AT37G Quote.PDF

Hi Paul,

As requested attached please find the updated quote. Let me know if you have questions. Thanks!

Albert Gutierrez
Altec, Inc.
2882 Pomona Blvd.
Pomona, CA 91768
Cel: (951) 751-6498
albert.gutierrez@altec.com

From: Brooklyn Russell <Brooklyn.Russell@altec.com>
Sent: Monday, September 9, 2019 7:33 AM
To: Albert Gutierrez
Subject: City of Sante Fe Springs

Albert,

Here is the City of Sante Fe Springs AT37G quote and sourcewell!

Thanks,

Brooklyn Russell
200 Altec Drive
Elizabethtown, KY 42701
tel: 270-505-1691

fax: 270-360-0601

For updates:

[Facebook.com/Altec](https://www.facebook.com/Altec) : Like us on Facebook

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www.altec.com



Opportunity Number: 1257399
 Quotation Number: 552897
 Sourcewell Contract #: 012418-ALT
 Date: 9/9/2019

Quoted for: City of Sante Fe Springs

Customer Contact:

Phone: / Email:

Quoted by: Brooklyn Russell

Phone: (270) 505-1691 / Email: brooklyn.russell@altec.com

Altec Account Manager: Albert Gutierrez

REFERENCE ALTEC MODEL

AT37G	Articulating Telescopic Aerial Device (Insulated)	\$102,639
-------	---------------------------------------------------	-----------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-GAS	Gas Engine	-\$4,312
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (QTY 6)	\$888
2	SPOT6	Programmable Wireless Remote (QTY 2)	\$1,418
3	LTC	LOWER TOOL CIRCUIT	\$374
4			
5			
6			
7			
8			

SOURCEWELL OPTIONS TOTAL: \$101,007

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC	Timbren Springs for Gas Chassis, Dock Bumpers, Spare Keys	\$1,044
5	ELECTRICAL	Custom Light Bar	\$1,665
6	FINISHING		
7	CHASSIS	2020 Gas Chassis ILO Stock Chassis	-\$3,126
8	OTHER		

OPEN MARKET OPTIONS TOTAL: -\$417

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$100,590

Delivery to Customer: \$4,294

TOTAL FOR UNIT/BODY/CHASSIS: \$104,884

(C.) ADDITIONAL ITEMS (Items are not Included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 360-390 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Elizabethtown, KY

ATTACHMENT 5

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CRO SIGNATURE

Jeremy Schwarz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist



VENDOR AUTHORIZED SIGNATURE

Riley Browne
(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT



City of Santa Fe Springs
City Council Meeting

ITEM NO. 9
October 8, 2019

NEW BUSINESS

Award an Order to PDQ Rentals for one (1) Whacker Diesel Vibratory Roller

RECOMMENDATION

Award an order to PDQ Rentals for one (1) model No. RD18-100 Whacker Diesel Vibratory Roller in the amount of \$39,802.10

BACKGROUND

The City Council approved in the Fiscal Year 2019/20 Budget \$30,000 for the purchase of one (1) Vibratory Roller. A vibratory roller is used to compact asphalt during street repairs.

During the research of this equipment the Fleet Supervisor found that the roller requested on this agenda item best met the needs of the department. The two primary upgrades from the equipment used to provide the original budget amount are moving from a single cylinder gas engine to a three cylinder diesel engine, and upgrading from a 30" to a 39" roller drum. The larger diesel engine should provide a longer product lifespan, and the larger drum should provide better production efficiencies.

This model is available on the Sourcwell cooperative, contract number 040319-WAC in the amount of \$39,871.16 from a non-local vendor. PDQ provided a quote before the equipment was found on the cooperative, which was approximately \$3,000 over the contract amount. Once the item was found on the cooperative, PDQ a local vendor, was given the opportunity to provide their best and final offer which is what is brought before you today. In addition the city will receive 2% of this purchase back as local sales tax revenue.

The Director of Purchasing Services requests approval to award this order to PDQ Rentals of Santa Fe Springs in the amount of \$39,802.10

FISCAL IMPACT

This purchase is \$9,802.10 over the Council approved budgeted amount for FY 2019/20. Savings realized from other vehicle and equipment purchases in this fiscal year should keep the overall vehicle and equipment replacement activity under budget.

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

Raymond R. Cruz
City Manager

Attachment

1. Vendor Quotes



Product Quotation

Date: September 25, 2019

Ship To	Dealer	Bill To
Santa Fe Springs	PDQ Rentals 10826 Shoemaker Ave. Santa Fe Springs, Ca. 90670 Phone: 562-944-3206 Fax: 562-946-0147 Contact: Fabian Ortega Phone: 562-944-3206 Fax: 562-946-0147 Cell: 562-632-6003 Email: fortega@pdqrentals.com	City of Santa Fe Springs 11710 E Telegraph Rd. Santa Fe Springs, CA 90670 Ed Andrade (562)204-7846 Edandrade@santafesprings.org

Description	Part No.	Qty	Price each	Total
New Wacker RD18-100 Vibratory Roller Operating weight with roll-over protective structure lb 3,682 Operating weight max. lb 4,299 L x W x H in 89 x 41.6 x 87 Drum width in 39.4 Engine / Motor type 3-cylinder diesel engine Engine / Motor manufacturer Kubota D1005 Operating performance hp 19.9	5100047361	1	\$ 36,020.00	\$ 36,020.00

*Unit pictured is not actual unit being sold.
****We do not take credit cards on sale items.**

Sub-Total	\$ 36,020.00
Taxes: 10.50% (Sales tax subject to change).	\$ 3,782.10
Selling Price - US Dollars	\$ 39,802.10

Notes: Quote is valid 30 days from the above date.
 *Delivery in Santa Fe Springs is included.
 **Lead time is 2-3 weeks from date ordered

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____ Sign: _____ Date: _____	

(909) 983-2089 FAX (909) 988-5628
EQUIPMENT SALES-SERVICE-PARTS
SALES QUOTATION



**WACKER
NEUSON**
all it takes!

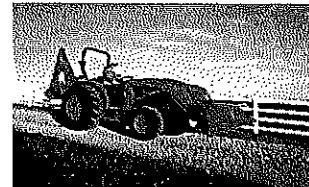
For Earth, For Life
Կյանք

SALESMAN Bob Laverty

DESCRIPTION		PRICE
SOURCEWELL QUOTE # 100231 per Contract Number 040319-WAC		
NEW Wacker Neuson Diesel Roller Model RD18-100		\$36,082.50 ea
Model Spec #5100047361, Dual Drum Vibration		
Drum Width 39.4" (1000mm)		
ROPS-roll over protection structure		
Includes Incoming Freight, PDI & Delivery		
Currently available in 1-2 weeks from date of order		
	Sub Total	\$36,082.50 ea
Santa Fe Springs Sales Tax	XX.XX 10.5%	\$3,788.66
	TOTAL	\$39,871.16 ea

Customer PO must state Sourcewell Quote Number #100231

Glenn B. Dorning, INC.
Bob Laverty
Office: (909) 983-2089
Fax: (909) 988-5628
Cell: (714) 402-2667
bob@gbddorning.com
www.gbddorning.com





City of Santa Fe Springs

Special City Council Meeting

ITEM NO. 10

October 8, 2019

NEW BUSINESS

Resolution No. 9648-Authorizing Submittal of a Grant Application to the State of California Department of Housing and Community Development for the Senate Bill 2 (SB 2) Planning Grant Program.

RECOMMENDATION(S)

- Adopt Resolution No. 9648; and
- Authorize the City Manager to execute all necessary documents for the grant, if awarded, accept, and administer the grant, including any renewals.

BACKGROUND

In 2017, Governor Brown signed SB 2, titled the "Building Homes and Jobs Act". Adopted in conjunction with other housing legislation, this law specifically establishes a permanent, on-going source of funding dedicated specifically to promoting and facilitating affordable housing development. The source of funding is secured through a fee that is imposed at the time of recording of every real estate instrument, paper, or notice for each single real estate transaction on a parcel of property. Sales of single-family homes are exempt from this fee. The fee became effective January 1, 2018, and is projected to generate \$200 million in annual revenue statewide.

The law prescribes that the revenue collected for the 2018 calendar year be deposited into two funds: a) 50 percent of the revenue is to be placed in a fund made available to local governments for planning grants; and b) 50 percent of the revenue is to be placed in a fund made available to the Department of Housing and Community Development (HCD) to assist persons experiencing or at risk of homelessness.

The local government share of this revenue is to be dispersed through a grant program administered by HCD. Revenues collected after January 1, 2019, are directed to be used to implement planning policies, and more specifically, to facilitate the production of affordable housing throughout California.

SB 2 Planning Grants Program

On March 28, 2019, HCD released a Notice of Funding Availability (NOFA) for approximately \$123 million in revenue earmarked for local government planning grants. Under this grant program, local governments are provided an eligibility allowance based on community population. The City of Santa Fe Springs falls within the "small localities" category, which is eligible for up to \$160,000 in grant funding. The purpose of Planning Grants Program is to provide financial and technical assistance to local governments to update planning documents, such as the General Plan, Zoning Ordinance, and planning implementation programs, to:

- Accelerate housing production
- Streamline the approval of housing development

- Facilitate housing affordability
- Promote the development of housing; and
- Ensure geographic equity in the distribution and expenditure of allocated funds.

The call for applications for grant funding is open for eight months, through November 30, 2019. During this eight-month period, the local government agency can file one or multiple applications for grant funding, but must file it under a single form. HCD anticipates that the time frame for awarding the grant is approximately two or three months from the date of application filing. The state indicated that half of the eligible grant award might be utilized for the Housing Element update and related tasks.

To be eligible for grant funds, the local government agency must: a) have a certified and compliant Housing Element, and b) have completed the Annual Progress Report (APR) on the Housing Element and submitted the APR to HCD per state law. The City of Santa Fe Springs is compliant with both of these requirements.

The program guidelines require that the grant request be accompanied by an adopted City Council resolution, which endorses the request and a completed Standard Agreement. Staff is requesting that the City Council adopt the attached resolution and authorize the City Manager or his designee, to enter into and execute the Standard Agreement. Eligible activities must be completed by June 30, 2022.

The SB2 Planning Grants Program provides several funding opportunities for the City of Santa Fe Springs. Staff selected the following planning projects for inclusion in the application:

- Update the City antiquated 1993, 1994 General Plan
- Amend the Zoning Regulations to include new Housing/Mixed-Use (HMU) Overlay
- Program EIR with project specific HMU Overlay sites
- Fund a Gateway Cities Council of Government Planner

The City will leverage SB 2 grant funds with another planning grant to update the General Plan and Zoning Regulations, which will include policies and development standards that will accelerate the production of housing.

FISCAL IMPACT

Funding for preparation of the grant application is allocated to staff time. The SB 2 Planning Grant Program does not require a local financial commitment or "match" from local jurisdictions requesting grant funds.



Raymond R. Cruz
City Manager

Attachments (s):

1. Resolution No. 9648
2. Draft Application: SB 2 Planning Grant

RESOLUTION NO. 9648

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2
PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development, has issued a Notice of Funding Availability dated March 28, 2019, for its Planning Grants Program; and

WHEREAS, the City Council of the City of Santa Fe Springs desires to submit a project application for the Planning Grants Program to accelerate the production of housing and will submit a 2019 Planning Grants Program grant application as described in the Planning Grants NOFA and Senate Bill 2 (SB 2) Planning Grants Program Guidelines released by the California Department of Housing and Community Development for the Planning Grants Program; and

WHEREAS, the State of California, Department of Housing and Community Development, is authorized to provide up to \$123 million under the Senate Bill 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in the Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (Senate Bill 2))) related to the Planning Grants Program; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS RESOLVES AS FOLLOWS:

Section 1. The City Council or their designee is hereby authorized and directed to apply for and submit to the Department of Housing and Community Development the 2019 Senate Bill Planning Grants Program application in the amount of \$160,000.00; and

Section 2: In connection with the Senate Bill 2 Planning Grants Program, if the application is approved by the Department of Housing and Community Development, the City Manager or his designee, is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$160,000.00, and any and all other documents required, or deemed necessary, or appropriate to evidence and secure, the SB 2 Planning Grant Program grant, the City's obligations related thereto, and all amendments thereto ("collectively, the Planning Grant Documents").

Section 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the Senate Bill 2 Planning Grants Program Guidelines, and any applicable Planning Grant Program guidelines published by the Department of Housing and Community Development. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department of Housing and Community Development in accordance with the Planning Grants Notice of Funding Availability, the Planning Grants Program Guidelines, and the 2019 Planning Grants Program Application.

Section 4. The City Manager or his designee is authorized to execute the City of Santa Fe Springs Planning Grants Program application, the Planning Grants Program Grants Documents, and any amendments thereto, on behalf of the City as required by the Department of Housing and Community Development for receipt of the Planning Grants Program Grant.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and this Resolution shall be published as required by law and shall take effect as provided by law.

PASSED AND ADOPTED, this 8th day of June 2019, by the City Council of the City of Santa Fe Springs by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

SB 2 Planning Grants Program Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 28, 2019

Revised July 10, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:
 - a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)
 - b. **Attachment 2: Nexus to Accelerating Housing Production - NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.
- 5) Other documentation (e.g., letters of support, scope of work, etc.) if needed.

NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
<input checked="" type="checkbox"/>	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
<input type="checkbox"/>	No	

Complete the following Applicant information			
Applicant's Name		City of Santa Fe Springs	
Applicant's Agency Type		City	
Applicant's Mailing Address		11710 Telegraph Road	
City		Santa Fe Springs	
State	California	Zip Code	90670-3679
County		Los Angeles	
Website		www.santafesprings.org	
Authorized Representative Name		Raymond R. Cruz	
Authorized Representative Title		City Manager	
Phone		Fax	
Email			
Contact Person Name		Wayne Morrell	
Contact Person Title		Director of Planning	
Phone	562-868-0511	Fax	
Email	waynemorrell@santafesprings.org		
Partner(s) Name (if applicable)		Gateway Cities Council of Governments	
Partner Agency Type		Joint Powers Authority	
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the _____ City of Santa Fe Springs _____ assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature: _____ Name: _____ Raymond R. Cruz

Date: _____ Title: _____ City Manager

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
<input checked="" type="checkbox"/>	Yes	Date of HCD Review Letter: 2/24/14
<input type="checkbox"/>	No	
<input type="checkbox"/>	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
<input checked="" type="checkbox"/>	Yes	APR	Date Submitted
<input checked="" type="checkbox"/>		2017 CY Report	3/23/18
<input checked="" type="checkbox"/>		2018 CY Report	4/9/19
<input type="checkbox"/>	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?							
<input checked="" type="checkbox"/>	*Yes	*If the applicant is proposing <u>only</u> Priority Policy Areas, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.					
		Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	No	If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.					
<input type="checkbox"/>	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.						

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	<input checked="" type="checkbox"/>	*No	<input type="checkbox"/>
*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
--------------------------------------------------------------------------------------------------------------------------------	-----	-------------------------------------	----	--------------------------

SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	<input type="checkbox"/>	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	<input checked="" type="checkbox"/>	updates to zoning ordinances
3	<input checked="" type="checkbox"/>	environmental analyses that eliminate the need for project-specific review
4	<input type="checkbox"/>	local process improvements that improve and expedite local planning
5	<input checked="" type="checkbox"/>	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	<input type="checkbox"/>	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	<input type="checkbox"/>	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	<input type="checkbox"/>	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	<input type="checkbox"/>	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	<input type="checkbox"/>	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	<input type="checkbox"/>	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	<input type="checkbox"/>	pre-approved architectural and site plans
13	<input type="checkbox"/>	regional housing trust fund plans
14	<input type="checkbox"/>	funding plans for SB 2 Year 2 going forward
15	<input type="checkbox"/>	infrastructure financing plans
16	<input checked="" type="checkbox"/>	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	<input checked="" type="checkbox"/>	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

Background: The City intends to update its antiquated 1993 General Plan and amend the Zoning Code to include a new Housing/Mixed-Use (HMU) Overlay and a Program EIR with project-level analysis of specific HMU Overlay sites. The City wishes to use the SB2 grant to fund the HMU Overlay, the EIR, and a Gateway Cities Council of Government Planner. The City will leverage SB2 grant funds with another planning grant to update the General Plan and Zoning Ordinance, which will include policies and development standards that will accelerate the production of housing.

Housing/Mixed-Use Overlay: The HMU Overlay will create new housing opportunities over properties that currently do not allow residential development. Within the General Plan and Zoning update process, the City wishes to create an HMU Overlay over commercial corridors and non-residential districts. Staff has analyzed ___ prospective overlay sites and have determined that up to ___ new affordable and market-rate housing units can be developed due to the Overlay on key locations. These sites will be studied further by the consultant along with other potential sites that may be identified in the process. New design and development standards will be developed for the HMU Overlay projects that will further enhance housing production.

EIR: The City must prepare an EIR prior to adopting the Housing Element and HMU Overlay. The City proposes to prepare a Program EIR, per CEQA Guidelines Section 15168. The EIR will provide project-level analysis of five housing and mixed-use overlay sites. The HMU Overlay projects will be able to tier off from project-level EIR to reduce processing time by as much as 10-15 months thereby accelerating the production of housing.

Gateway Cities Council of Government Planner (COG Planner): The City is a member of the Gateway Cities COG, a Joint Powers Authority, comprised of 27 cities and unincorporated communities, in southeast Los Angeles County, with a population of 2.1 million people, including 16 cities with higher population density per square mile than the City of Los Angeles. Housing expertise is needed at the regional level to help reconcile state policies/goals with local jurisdiction concerns, identify and remove barriers towards housing development. In recognition of these needs, the City will allocate 1% of the City's grant funds to the Gateway COG to help fund a regional Planning Director with expertise in housing. The COG Planner will help Gateway Cities staff better understand topics and processes regarding affordable housing production, tax credits, land acquisition policies and practices, and options for funding, through the production of educational materials and conducting informational meetings and workshops.

ATTACHMENTS TO THIS APPLICATION:

- A) Attachment A: Draft RFP for General Plan and Zoning Code Update and Completion of an EIR
- B) Attachment B: Gateway Cities COG Minutes May 1, 2019 BOD
- C) Attachment C: Gateway Cities COG Board Staff Report May 1, 2019
- D) Attachment D: Gateway Cities COG JPA Document

SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name	Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
Issue RFP		Applicant	\$ 500	1/1/20	1/30/20	RFP	Yes	General Plan and Zoning Update, HMIU Overlay, and EIR. Est \$1.3M
City staff recommends and City Council awards contract		Applicant	\$ 1,500	2/1/20	3/15/20	Contract	Yes	Est \$5,000 SB2/General Fund/ grant
Housing/Mixed-Use Overlay-Kick-Off Mtg. Data Gathering		Applicant	\$ 2,000	3/25/20	4/1/20	Data, Baseline studies, Existing Condition Report	Yes	Est \$40,000 SB2/General Fund/Grant
Public Outreach		Applicant	\$10,500	5/1/20	7/30/20	Public meetings, workshops, Public Outreach Report	Yes	Est \$30,000 SB2/General Fund/Grant
Overlay Site Analysis and feasibility pro forma		Applicant	\$ 20,000	10/1/20	2/28/21	Potential net housing numbers and feasibility analysis	Yes	Est \$30,000 SB2/General Fund/Grant
Develop Overlay drafts		Applicant	\$ 15,900	10/1/20	5/30/21	Draft Housing/Mixed-Use Overlay language. Mini-Code formatted	Yes	Est \$20,000 SB2/General Fund/Grant
Adopt Overlay by City Council		Applicant	\$ 2,000	11/1/21	12/15/21	Adopted documents	Yes	Est \$2,000
Environmental Impact Report Kick-Off		Applicant	\$ 3,000	5/1/20	10/1/20		Yes	Est \$3,000
Project Description, Initial Study/Notice of Preparation		Applicant	\$ 12,000	8/1/20	11/1/20	Project Description, IS/NOP, Scoping Meeting	Yes	Est \$12,000
Draft EIR (1st)		Applicant	\$ 74,000.00	10/1/20	8/15/21	1st Draft EIR plus revisions by 10/1/20 and revised EIR 8/15/21	Yes	Est \$120,000 SB2/General Fund/Grant
45-day Public Review EIR		Applicant	\$ 3,000	9/1/21	10/15/21		Yes	Est \$3,000
Prepare Hearing Draft EIR, NOD		Applicant	\$ 10,000	10/15/21	12/15/21	Responses to comments, mitigation measures, and NOD	Yes	Est \$15,000 SB2/General Fund/Grant
EIR PC and CC Public Hearing		Applicant	\$ 4,000	1/15/22	3/15/22	Adopted GP and Zoning Update, Housing/Mixed-Use Overlay	Yes	Est \$4,000
Hire Regional Housing Planner on SB2 subject matter		Other	\$ 1,600	5/1/20	6/30/20	On-Boarding with staff hired	No	See JPA, Minutes & Staff Report Attachment
Total Est. Cost \$			160000					

*Priority Policy Area (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	38	Congresswoman Linda T. Sanchez
		Washington, DC Office: 2329 Rayburn HOB
		Washington, DC 20515
		(202) 225-6676
		Norwalk Office: 12440 E. Imperial Highway, Suite 140, Norwalk, CA. 90650
		(562) 860-5050
State Assembly District	57	Assembly Member Ian Calderon
		Capitol Office: PO Box 942849
		Sacramento, CA 94249-0057
		(916) 319-2057
		District Office: 13181 Crossroads Parkway North, Suite 160, Industry, CA 91744
		(562) 692-5858
State Senate District	32	Senator Bob Archuleta
		Capitol Office: State Capitol, Room 4066
		Sacramento, CA 95814
		(916) 651-4032
		District Office: 12501 Imperial Highway, Suite 110, Norwalk, CA 90650
		(562) 406-1001

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, *all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.*

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
5/17/19	Caltrans \$333,670 planning grant to facilitate urban infill projects identified in Land Use Element that will enhance and facilitate housing production
<i>Other (describe how this meets subarea objective)</i>	
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
2/23/17	The City adopted Ordinance 1084 to add Accessory Dwelling Units standards in Chapter 15 Sect 155.644.1 of the Zoning Ordinance.
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
<i>Other (describe how this meets subarea objective)</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Raymond R. Cruz

Certifying Official's Title: City Manager

Certifying Official's Signature: _____

Certification Date: _____

SB 2 Planning Grants Application

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered “No” to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering “Yes” to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below and use Appendix B to explain the activity and its nexus to accelerating housing production if necessary.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction**
(e.g. 6-month development application review, or existing number of units in a planning area)

****Projected – Expected conditions in the jurisdiction because of the planning grant actions**
(e.g. 2-month development application review)

*****Difference – Potential change resulting from the planning grant actions**
(e.g., 4-month acceleration in permitting, creating a more expedient development process)

SB 2 Planning Grants Application

Attachment 3: Sample Resolution

RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF
_____[CITY, COUNTY NAME]____
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 ([SB 2](#))) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____
RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$_____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc.] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$_____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____ County Executive

ATTEST: APPROVED AS TO FORM:

County Clerk County Attorney

SB 2 Planning Grants Application

Appendix A

Use this area for additional information if necessary.

Program EIR with Project-Level Analysis: Housing developers will also benefit from a dramatically reduced entitlement time period, with potential time savings of between 10 months and 15 months, due to the completion of a General Plan program/project-level EIR, analyzing up to five housing and/or mixed-use overlay sites. This will facilitate the CEQA streamlining under Section 15168(c) and (d), if subsequent development projects are consistent with the EIR analysis. Preparation of the Program EIR will also enable projects to utilize Public Resources Code Section 21159.24, which allows urban infill residential projects that meets certain criteria to be exempt from CEQA. The City would facilitate the Statutory Infill Housing Exemption by providing updated community level environmental review, as defined by Public Resources Code Section 21159.20, for properties designated for residential development by the General Plan. In addition, the City may utilize the SB 226 CEQA streamlining provisions that went into effect January 2013. SB 226 was adopted as part of the CEQA Guidelines in Section 15183.3 and uses including Appendix M and N to the CEQA Guidelines to streamline review. The proposed EIR will include project-level analysis and, more importantly, project-level mitigation measures that will help accelerate future housing production and assist developers by streamlining the environmental review and permitting process for individual housing or mixed-use projects within the Overlay area. The City intends to take full advantage of the CEQA streamlining provisions in order to encourage the construction of more housing options more quickly and efficiently. Staff will also prepare marketing brochures for the HMU Overlay housing sites and conduct an Open House for developers and brokers to inform them of the new housing opportunity sites and incentives.

Staff has prepared a draft RFP (see attached) for the General Plan and Targeted Zoning Code update, Housing/Mixed-Use Overlay, and EIR.

SB 2 Planning Grants Application

Appendix B

Use this page to explain the nexus to accelerating housing production or for project description.

The City of Santa Fe Springs intends to utilize grant funding for the following goals and priorities:

Housing/Mixed-Use Overlay and Program/Project Level Environmental Impact Report (EIR): The City intends to use the SB 2 grant funds to create a Housing/Mixed-Use Overlay over non-residential properties and to develop a Program EIR with project-level analysis of five development opportunity sites (housing, mixed-use) thereby expediting the production of housing. The Zoning Ordinance will be amended to include the HMO Overlay and development standards.

During the same time, the City will use an awarded Caltrans planning grant (\$333,670) to update the Land Use, Circulation, and the preparation of a new Environmental Justice Element. These elements will contain policies and incentives that will facilitate and encourage the production of affordable and market-rate housing units. The City will use its General Fund budget to complete the remaining five elements. The City's General Plan was last updated in 1993. It is severely antiquated and does not contain policies that promote sustainability or reduce GHG.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

October 8, 2019

NEW BUSINESS

Resolution No. 9649 – Request for Parking Restriction along the frontage of 13245 Florence Avenue

RECOMMENDATION

- Adopt Resolution No. 9649, which would prohibit the parking of vehicles weighing over 6,000 pounds on the north side of Florence Avenue from Laurel Avenue to a point 355 feet west of Laurel Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND

The Traffic Commission at their meeting of September 19, 2019, reviewed the attached report for the proposed parking restriction. The Commission voted 3 to 0 (with one abstention) to recommend to the City Council for consideration and approval of the proposed "No Parking Vehicles Over 6,000 Pounds" restriction along the frontage of 13245 Florence Avenue and the provision for a tow-away zone as stated herein.

Staff recommends implementation of the parking restriction as requested by JR Machine Company along their frontage at 13245 Florence Avenue plus the addition of a tow-away provision that will facilitate enforcement and deter the disregard of the parking restriction.

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

Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Resolution No. 9649

Attachment No. 2: Traffic Engineer's Report

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: October 1, 2019

ATTACHMENT 1

RESOLUTION NO. 9649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA RESTRICTING PARKING AND STOPPING OF VEHICLES AND ESTABLISHMENT OF A TOW-AWAY ZONE ON PORTIONS OF FLORENCE AVENUE.

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

Section 1: Pursuant to the provisions of Chapter 75, Schedule II of the City Code, the following locations are designated as places where no person shall stop, stand or park a vehicle weighing in excess of 6,000 pounds at any time and is hereby established as a tow-away zone:

North side of Florence Avenue beginning at Laurel Avenue to a point 355 feet west of the centerline of Laurel Avenue

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this 8th day of October, 2019.

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

September 19, 2019

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Florence Avenue west of Laurel Avenue

RECOMMENDATION

That the Traffic Commission recommend to the City Council that the request of JR Machine Company to install a "No Parking Vehicles Over 6000 Pounds" parking restriction with a provision for the towing of vehicles that violate the restriction on the north side of Florence Avenue along the frontage of 13245 Florence Avenue be approved.

DISCUSSION

JR Machine Company located at 13245 Florence Avenue has submitted a request to the City for installation of a parking restriction along their street frontage. They are experiencing problems caused by the long-term parking of semi-trucks with trailers along their street frontage. The problems created by the semi-trucks parking too close to the driveway include visibility and delivery access. Employees and customers exiting their parking lot on Florence Avenue are unable to see on-coming traffic, and the delivery trucks have a difficult time maneuvering onto their property. Consequently, they are requesting a parking restriction that would prohibit the parking of vehicles over 6000 Pounds along their Florence Avenue frontage.

Florence Avenue is a major arterial highway that runs in an east-west direction from Carmenita Road to Orr and Day Road and beyond. Florence Avenue has a curb to curb width of 84 feet and is wide enough for two lanes of traffic in each direction, in addition to the room for parking lanes. The lanes are separated by raised, landscaped medians. The 2016 Average Daily Traffic (ADT) for this section of Florence Avenue is 32,250 vehicles per weekday. The current speed limit is a posted forty (40) miles per hour, and the 85th percentile speed or critical speed was found to be forty-one (41) miles per hour. Also, there is a 2,000-foot horizontal curve on Florence Avenue located to the east of the driveway to JR Machine Company which further impacts sight distance of approaching westbound Florence Avenue traffic from vehicles exiting the driveway. Currently, parking is generally permitted on the north side of Florence Avenue between Painter Avenue and Laurel Avenue which are both signalized intersections with the only restricted areas being immediately adjacent to the two signalized intersections. Most of the surrounding development is light industrial and manufacturing type. There is a commercial center anchored by a Target, store as well as an Arco gas station located east of the JR Machine Company site.

City staff is recommending that the Traffic Commission recommend to the City Council approve the request from JR Machine Company, to install a "No Parking Vehicles over 6,000 Pounds" along the Florence Avenue frontage beginning at Laurel Avenue and extending to a point 355 feet west of Laurel Avenue be approved.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: September 12, 2019

Also, in order to achieve a greater compliance of the restriction and alleviate the need for regular enforcement, a provision for the towing of vehicles that violate the restriction is recommended to be included with the parking restriction.

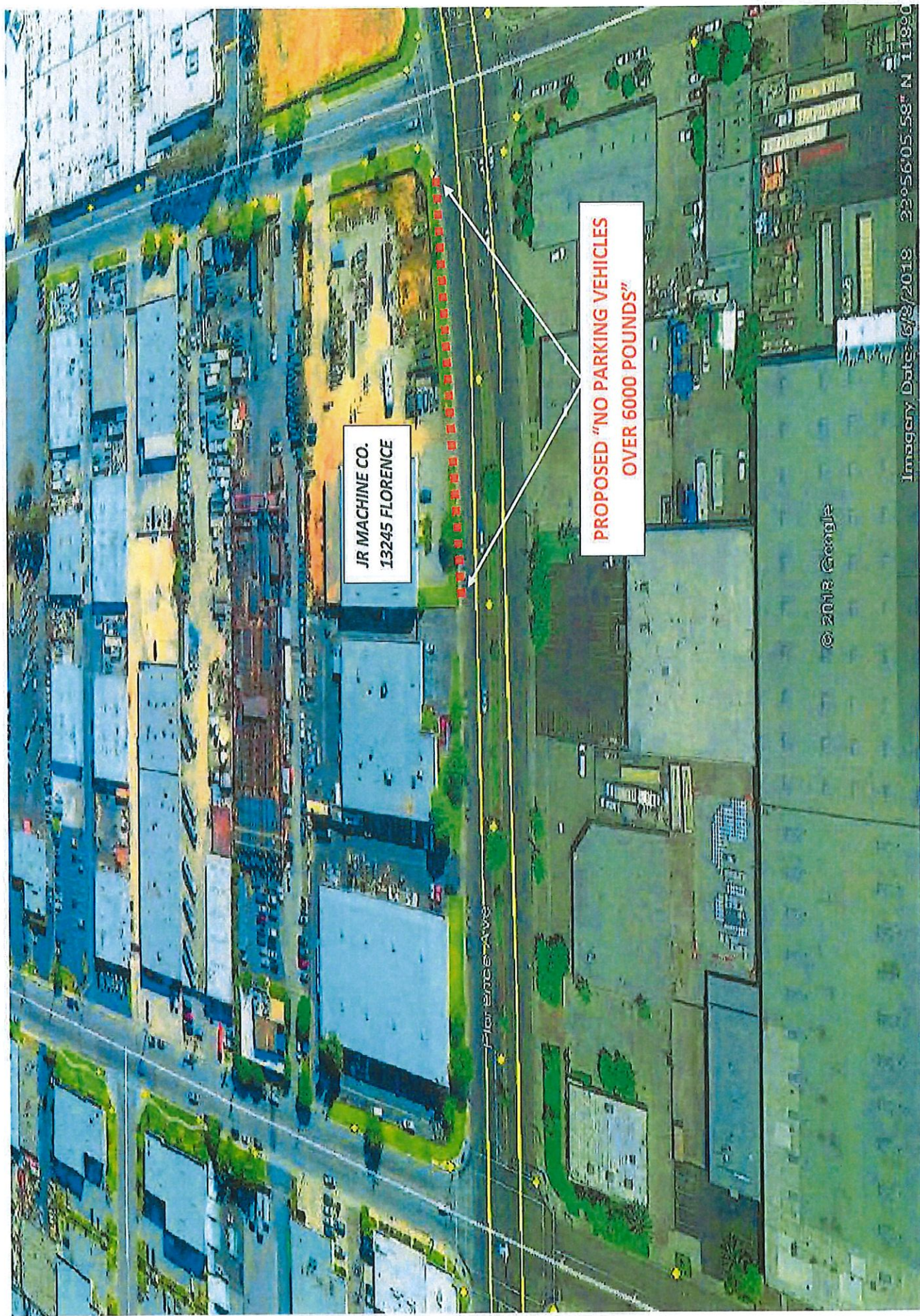


Noe Negrete
Director of Public Works

Attachments:

Exhibit A: Location Map

Exhibit B: Email Request from JR Machine Company



LOCATION MAP

Thomas R. Lopez

From: gil gil@jrmachineco.com <gil@jrmachineco.com>
Sent: Friday, August 30, 2019 2:36 PM
To: Thomas R. Lopez
Subject: Re: FW: Parking Restriction--Florence Avenue

Hi, Tom
City of Santa Fe Springs

11710 Telegraph Road

Santa Fe Springs, CA 90670

Attention: Noe Negrete, Director of Public Works

Hello,
I (Gilbert Reyes) owner of J.R. Machine Co. Inc and of the property at 13245 E. Florence Ave. Santa Fe Springs, Ca. 90670 is requesting the parking restriction of commerical trucks in front of my bussiness and infront of my vacant lot **Reason:** It is preventing deliveries to our business and/or is creating visibility problems for our employees or customers to exit our driveway(s). It started off with 1 simi truck and now it has grown to 3 simi trucks parking in and around our area.

Thanks, in advance
Gilbert Reyes

On August 29, 2019 at 1:13 PM "Thomas R. Lopez" <ThomasLopez@santafesprings.org> wrote:

Hopefully, I've used the correct email address this time. The first email was bounced back as I can't spell machine correctly.

From: Thomas R. Lopez
Sent: Thursday, August 29, 2019 10:12 AM
To: 'gil@jrmachineco.com' <gil@jrmachineco.com>
Subject: Parking Restriction--Florence Avenue
Importance: High

Gilbert, if you want to proceed with the truck parking restriction in front of your business, I need you to submit a written request to me by email or a hand written letter to:



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

October 8, 2019

NEW BUSINESS

Ann Street Improvements – Approval to Terminate Contract with MK Construction

RECOMMENDATION

- Terminate the contract with MK Construction, of Orange, California.

BACKGROUND

The Ann Street Improvements project is from Sorensen Avenue to Santa Fe Springs Road and from Sorensen Avenue to the southerly Cul-De-Sac. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement on cement stabilized pulverized base thereon. The paving supports heavy repetitive loads and the street improvements will increase the pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The City received a total of seven bids on April 23, 2019, and on May 9, 2019, the City Council awarded a contract to MK Construction of Orange, California, for \$558,194.00.

On August 20, 2019, City staff received a formal request from MK Construction (see Attachment No.1), for release of their contract for the Ann Street Improvements project. The discovery of a shallow gas line belonging to Southern California Gas Company (SC Gas), which is within the roadway on Santa Fe Springs Road, adjacent to Ann Street has delayed MK Construction's schedule and created a financial hardship for the company. Santa Fe Springs Road was to serve as on-street parking during the construction of Ann Street.

City staff requests that the City Council terminate the MK Construction contract for Ann Street Improvements. The request to authorize the City Engineer to re-advertise the project for construction bids will be presented at a future council meeting.

LEGAL REVIEW

The City Attorney's office has reviewed the termination contract agreement.

FISCAL IMPACT

MK Construction is requesting compensation for administrative costs incurred for the preparation of construction work for the Ann Street Improvements project.

City staff requests that the City Council approve the \$10,155.16 for administrative costs to MK Construction. City staff forwarded the claims generated by MK Construction to the Southern California Gas Company since they were the cause for the delay of the Santa Fe Springs Road Street Improvements Project. Staff is working with SC Gas on reimbursement of these costs.

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar, is written over the printed name of Noe Negrete.

Date of Report: September 30, 2019

INFRASTRUCTURE IMPACT

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



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: MK Construction Letter

Attachment No. 2: Agreement for Termination of Contract and Release

952 N. Elm Street, Orange, California, 92867 - (714) 271-7769 Cell Number

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA. 90670

RE: ANN STREET IMPROVEMENTS (SANTA FE SPRINGS ROAD TO SORENSEN AVENUE)

ATTN: ROBERT GARCIA, PROMOD KIRANRAJ

GENTLEMEN, THIS LETTER IS OUR FORMAL REQUEST TO BE RELEASED FROM THE ABOVE MENTIONED CONTRACT AND PROJECT.

M K CONSTRUCTION IS REQUESTING RELEASE FOR THE FOLLOWING REASONS:

- 01. GAS LINE UTILITIES ON SANTA FE SPRINGS ROAD WHICH INTERFERE WITH THE PERMANENT WORK ON SANTA FE SPRINGS ROAD. THIS IMPACTS WORK ON ANN STREET.**
- 02. THERE HAS BEEN THREE SUBSEQUENT DELAYS DUE TO THE UTILITY ISSUE ON SANTA FE SPRINGS ROAD.**
- 03. UNREASONABLE PROTRACTED INTERFERENCE DUE TO A SHALLOW UTILITY.**

WE FEEL THAT THERE SHOULD BE A FAIR AND REASONABLE COMPENSATION FOR OUR ADMINISTRATIVE COST, DUE TO THESE DELAYS.

PLEASE NOTE THAT COST FOR TRAFFIC CONTROL PLANS, SWPPP PLANS AND ADMINISTRATIVE COST FOR BOTH M K CONSTRUCTION AND CASE LAND SURVEY TO FOLLOW.

RESPECTFULLY SUBMITTED,



JESSE REYES

952 N. Elm Street, Orange, California, 92867 - (714) 271-7769 Cell Number

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA. 90670

RE: ANN STREET IMPROVEMENTS / ADMINISTRATIVE COST

ATTN: ROBERT GARCIA, PROMOD KIRANRAJ

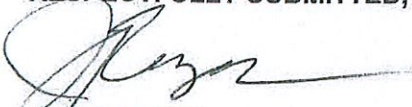
GENTLEMEN, HERE IN IS OUR BREAKDOWN OF ADMINISTRATIVE COST INCLUDING
INSURANCE, OVERHEAD, TRAFFIC CONTROL PLANS, AND SWPPP PLANS:

01. M K CONSTRUCTION ADMINISTRATIVE COST, 78 HOURS AT \$40.00	\$ 3,120.00
02. INSURANCE AND OVERHEAD	3,460.73
03. TRAFFIC CONTROL PLANS	1,650.00
04. SWPPP PLANS	900.00
05. CASE LAND SURVERY ADMINISTRATIVE COST	545.00

SUBTOTAL	\$9,675.73
BOND COST	479.43

GRAND TOTAL	\$10,155.16
-------------	-------------

RESPECTFULLY SUBMITTED,


JESSE REYES

AGREEMENT FOR TERMINATION OF CONTRACT AND RELEASE

THIS AGREEMENT ("Agreement"), made and entered into this 8th day of October, 2019, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and MK CONSTRUCTION with principal offices at 923 N. Elm St. Orange, California hereinafter referred to as "CONTRACTOR" and collectively as "Parties."

WITNESSETH

WHEREAS, On May 9, 2019, the City Council of CITY awarded a contract to CONTRACTOR in the amount of \$558,194.00 to construct street improvements on Ann St. ("CONTRACT"); and

WHEREAS, Santa Fe Springs road, which is adjacent to Ann Street was to serve as on-street parking during the construction of the Ann Street improvements; and

WHEREAS, The discovery of a shallow gas line belonging to Southern California Gas Company, which is within the roadway on Santa Fe Springs Road, adjacent to Ann Street has delayed CONTRACTOR's schedule and created a financial hardship for the company.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. MUTUAL TERMINATION OF AGREEMENT

CITY and CONTRACTOR hereby mutually agree to terminate the CONTRACT due to the aforementioned inability to proceed with construction.

2. REIMBURSEMENT OF COSTS

CITY agrees to reimburse CONTRACTOR for administrative costs it incurred in good faith to go forward with the construction project pursuant to the CONTRACT in the amount of \$10,155.16, which is itemized in Attachment "A" hereto.

3. MUTUAL RELEASE

A. CITY, on behalf of itself and its respective predecessors, successors and assigns, fully and forever mutually releases CONTRACTOR from any and all manner of claims it now has or may hereafter have against CONTRACTOR, its officers, agents and employees, by reason of, arising out of, based upon or relating to

any matter, cause or thing whatsoever under or in connection with the CONTRACT and the termination of the CONTRACT

- B. CONTRACTOR, on behalf of itself and its respective predecessors, successors and assigns, fully and forever mutually releases CITY from any and all manner of claims it now has or may hereafter have against CITY, its elected and appointed officials, officers, agents and employees by reason of, arising out of, based upon or relating to any matter, cause or thing whatsoever under or in connection with the CONTRACT and the termination of the CONTRACT

4. WAIVER OF CIVIL CODE SECTION 1542:

It is the intention of the Parties hereto that the foregoing release shall be effective as a bar to all Released Claims of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, hereinabove specified to be so barred; in furtherance of this intention, the parties hereto expressly waive any and all rights and benefits conferred upon them with respect to the Released Claims, as applicable, by the provisions of Section 1542 of the California Civil Code, which are as follows:

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

The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. The Parties expressly consent that the release of the Released Claims shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Claims, if any, to the same effect as those terms and provisions relating to the Released Claims hereinabove specified.

5. MISCELLANEOUS

A. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

B. Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

C. Attorney's Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

D. Integration

This Agreement, together with Attachment "A" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANTA FE SPRINGS

By: _____
Juanita Trujillo, Mayor Date

ATTEST:

By: _____
Janet Martinez, City Clerk Date

APPROVED AS TO FORM:

By: _____
Ivy Tsai, City Attorney Date

CONTRACTOR

MK Constructiion

By: _____
Michael Keenan, President Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

October 8, 2019

NEW BUSINESS

Transportation Services Scheduling Software Upgrade-Purchase Authorization and Amendment to Software License and Maintenance Agreement with Trapeze Software Group, Inc.

RECOMMENDATION

- Authorize the purchase of an upgrade to the Transportation Services scheduling software; and
- Authorize the Director of Public Works to execute Amendment Number One to the Software License and Maintenance Agreement with Trapeze Software Group, Inc.

BACKGROUND

On September 28, 2007, the City purchased transportation routing software from Trapeze Software Group, Inc. The software facilitates the scheduling and routing of transportation requests from clients of the City's Transportation Services. We are requesting to amend the current Software License and Maintenance Agreement to add Drivermate, Notifications, and include a map conversion.

As part of the current budget, the City Council appropriated \$70,000 of local return funds to upgrade the existing routing software, and purchase the mobile devices to interface with the server. The upgrade will allow for automated collection and reporting of transportation ridership data. Currently, the drivers manually enter the mileage, and the time at each stop (or at the end of the day) on a paper manifest. The data is then collected and manually entered into an Excel spreadsheet for reporting. The purchase of the software upgrade will enhance the efficiency of both the drivers and administrative staff.

LEGAL REVIEW

The City Attorney's office has reviewed the contract amendment.

FISCAL IMPACT

The costs for the upgrade and mobile devices, along with the yearly maintenance fees, will be paid by a non-general local return fund, which are restricted for transportation projects and are a part of the Public Works one-time non-recurring expenditures.

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

Raymond R. Cruz
City Manager

Attachments:

1. Attachment No. 1: Software License and Maintenance Amendment Number One
2. Attachment No. 2: Map Conversion Work Order
3. Attachment No. 3: Original Purchase Order - 09/26/2017

Report Submitted By:

Noe Negrete
Director of Public Works

Handwritten initials in blue ink, possibly "MN".

Date of Report: October 1, 2019

ATTACHMENT 1

Software License and Maintenance Agreement
Amendment Number One

THIS AMENDMENT is made effective this **8th** day of **October, 2019**, between:

1. **TRAPEZE SOFTWARE GROUP, INC.** a Delaware corporation (successor in interest to Trapeze Software Group, Inc. an Arizona corporation) dba TripSpark Technologies with its place of business at 5265 Rockwell Dr. NE, Cedar Rapids, Iowa 52404 ("Trapeze" or "TripSpark"); and
2. **CITY OF SANTA FE SPRINGS** with its place of business at 11710 Telegraph Road, Santa Fe Springs, California U.S.A. ("Licensee")

WHEREAS TripSpark and Licensee intend to amend the Software License and Maintenance Agreement made effective September 28, 2007 ("the Agreement") in order to add the TripSpark DriverMate and Notifications (Outbound) Software products to the scope of the Agreement.

NOW THEREFORE TripSpark and Licensee agree as follows:

1. **Amendment to Agreement**

- (a) The parties agree to the addition of the TripSpark DriverMate and Notifications (Outbound) Software products to the scope of the Agreement. Exhibit-A-1 is therefore added to and incorporated within the terms of the original Exhibit A of the Agreement.
- (b) The parties agree that the TripSpark DriverMate and Notifications (Outbound) Software products' implementation Services will be provided by TripSpark in accordance with the Statement of Work, attached hereto as Exhibit C-1.
- (c) Notwithstanding the provisions of paragraph 1 of Section 5 (Warranty) to the contrary, the parties agree there is no warranty for the TripSpark DriverMate and Notifications (Outbound) Software products.
- (d) The parties acknowledges and agree third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third Party Transaction Services will be uninterrupted or error-free.
- (e) The parties agree that all Software license fees, Third Party Transaction Services fees, implementation Services fees, expenses, Software maintenance fees, for the TripSpark DriverMate and Notifications (Outbound) Software products, shall be invoiced and paid by Licensee exclusively in accordance with the Summary of Pricing, attached hereto as Exhibit B-1.
- (f) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

City of Santa Fe Springs
Software License and Maintenance Agreement
Amendment Number One

IN WITNESS WHEREOF, the parties have caused this Software License and Maintenance Agreement Amendment #1 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF SANTA FE SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A-1

Item	Software	Configuration	License Date
1.	TripSpark DriverMate	Base Station	Effective date of this Amendment #1
2.	TripSpark Notifications (Outbound)	Base Station	Effective date of this Amendment #1

Notes:

1. License is provided for Licensee's operations of up to four (4) vehicles for TripSpark DriverMate Software and up to seventy-five (75) booked trips per day for TripSpark Notifications (Outbound) Software.

EXHIBIT B-1
Summary of Pricing

1.0 Application Software

Item	Description	TripSpark DriverMate	TripSpark Notifications (Outbound)
1	License Fees	\$17,440	\$16,345
2	Implementation Services	\$14,338	\$18,600
3	Expenses	\$2,325	\$0
4	License Discount	(\$10,464)	(\$12,259)
	Total Cost (US\$)	\$23,639	\$22,686

Third Party Transaction Services' Fees

TripSpark Notifications (Outbound) Software requires payment of monthly Third Party Transaction Services' fees by the District based on the number of voice minutes used and SMS messages transacted. Current per-use charges are:

1. Voice Minutes \$0.03
2. SMS Messages \$0.02

Third Party Transaction Services Fees pricing, as identified above, is subject to change without notice.

Note:

1. Pricing expires September 30, 2019.
2. Applicable taxes have not included.
3. Hardware is the responsibility of Licensee.

EXHIBIT B-1

Notifications Assumptions

1. All Services provided are remote services.
2. Notifications in English and Spanish.

Solution Functionality

1. TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications
2. TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications
3. Trips can be Confirmed/Cancelled by SMS responses to callback reminders only
4. TripSpark Notifications does not provide call centre menu functionality

TripSpark will provide:

1. Technical services consist of project management; system testing; off-site implementation; and remote support.

Licensee will be responsible for providing the following:

1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
2. Email server will be provided for TripSpark Notifications to communicate through via SMTP
3. Access to and support of the email server will be provided by the customer for TripSpark to configure in the Notification Software
4. Provision/configuration of router/firewall to allow two-way IP based communications with the Notification Provider

EXHIBIT B-1
Summary of Pricing

2.0 Payment Schedule

Milestones below will be invoiced and due on a per individual Software component basis.

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Amendment #1	100% of Software License Fee
Milestone 2:	Due upon delivery of draft Operational Review Document	25% of Services Fee and Expenses
Milestone 3:	Due upon installation of Software in Licensee's test environment	25% of Services Fee and Expenses
Milestone 4:	Due upon delivery of initial training session	25% of Services Fee and Expenses
Milestone 5:	Due upon Software Acceptance in accordance with Section 4 of the Agreement	25% of Services Fee and Expenses

3.0 Long Term Software Support

Item	Description	TripSpark DriverMate	TripSpark Notifications (Outbound)
1	Year 1 Software maintenance fee	*\$3,488	*3,269

Note: *First year Software maintenance fee only, due upon individual Software acceptance in accordance with Section 4 of the Agreement (Software Acceptance). For all subsequent years, the annual maintenance fee will be the result of the license fee, based on the number of vehicles and booked trips per day as carried out by Licensee at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard TripSpark price list at that time.

EXHIBIT C-1

Statement of Work

The following information defines the implementation Services to be provided by TripSpark for the DriverMate Software as well as the effort that will be required from Licensee's staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Operational Review
2. Software Installation and Configuration
3. System Administrator Training
4. Driver Trainer Training
5. Dispatch Training
6. Go-live Support
7. Hardware Pilot
8. Hardware Rollout

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Licensee is responsible for the purchase, installation and mounting of Android tablet devices
- Only tablet devices that have been preapproved by TripSpark shall be purchased
- Licensee is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (200MB per vehicle, per month: pooled plan)
- The Google map data set embedded in Android will be used for DriverMate.
- Microsoft SQL will be used for the database

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.

Timeframe

This implementation can be completed within approx. three (3) months from delivery of Tablet's at Licensee assuming Novus DR is already in operational use. During the operational review, a project plan will be prepared for each Software module.

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Licensee to cover the higher cost of last minute travel.

Project Design

Project design will involve a series of meetings and conference calls with Licensee's project team to discuss the following items:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to the dispatching/driver process.
- Software configuration.
- Testing and Training requirements.
- Finalize project timelines
- Final project plan, test, training and transition strategies.

An operational review document will be prepared outlining the understanding gained from the meetings, identifying the deliverables and timing for the implementation as mutually agreed upon by the parties ("Operational Review Document"). The TripSpark Project Manager (PM) will coordinate a meeting with the Licensee's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

Software Installation

Back Office

TripSpark will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Licensee must have a test environment at their facility that can be used for testing new versions of the Software. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

In-Vehicle

TripSpark will train Licensee to load and configure the in-vehicle/remote Software.

Training

Training provided will be based on TripSpark standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

- Up to one (1) day of Driver Trainer Training
- Up to one (1) day of Dispatch Training
- Up to four (4) hours of Training of the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Licensee is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

Pilot/Roll-Out

The initial hardware phase of the project will involve the installation and commissioning of four (4) new in-vehicle units (tablets that must adhere to TripSpark's approved device list), configured to communicate with the TripSpark back office products via a public cellular data network. Licensee is responsible for the procurement and installation of the in-vehicle devices.

Once the pilot is complete, the roll-out will also be considered complete, since all vehicles will be in use at that time.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services for up to three (3) months from delivery of tablet devices at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee's PM. These reports will be based on TripSpark standards and will consist of: project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Licensee Services

The following tasks will be the responsibility of the Licensee. These items will need to be completed in order to support the introduction of the Software.

Prior to any work being performed by TripSpark, Licensee will be required to execute the TripSpark license and maintenance agreements and as amended and provide an executed purchase order (PO) for the value of the project.

Operational Review

Licensee's staff will be required to participate in the Operational Review. In advance of the conference calls, Licensee's staff may be required to collect information and respond to a simple survey.

Within five (5) days of delivering the operational review, the TripSpark PM will schedule a meeting to review the Operational Review Document. It's encouraged that Licensee review the Operational Review Document internally prior to the meeting.

Training

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

Ideal training environments consist of:

- Networked computer for each trainee, connected to the test environment.
- White board and markers
- LCD projector
- Tablets for trainees and trainer

If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Licensee's Resource Requirements

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all	20% of time for duration of project.	o Coordinate the scheduling of all of the

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Resource	Description	Time Dedication	Tasks
	efforts between Licensee and TripSpark.		<p>Licensee's resources.</p> <ul style="list-style-type: none"> ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities. ○ Coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing. ○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate knowledge of the operator processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'TripSpark Ready State' (i.e. operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)). ○ Participate in System Administration training.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.

Resource	Description	Time Dedication	Tasks
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> ○ Participate in end user training.

EXHIBIT C-1

Statement of Work

The following information defines the implementation Services to be provided by TripSpark for the Notifications Software as well as the effort that will be required from Licensee staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Operational Review
2. Software Installation and Configuration
3. System Administrator Training
4. Advanced Functionality Training
5. Dispatch Training
6. Go-live Support

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Licensee is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'.
- Microsoft SQL will be used for the database
- Licensee is responsible for the payment of fees associated with their usage of the Notifications Software. An estimate has been provided for the projected use, any overages will be billed accordingly
- Notifications are in English and Spanish. Licensee will be responsible for providing translations for Notifications.

The remainder of this Statement of Work (SOW) provides details concerning the effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

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Notifications Functionality Description

Overview

Notifications is an add-on module to TripSpark's demand response and medical products. It provides notifications to clients regarding their upcoming scheduled rides. Notifications are outbound via telephone, SMS and email.

Specific functionality consists of:

1. Traveler Information Core Software
2. Outbound notifications
 - a. Next day trip reminders
 - b. Imminent arrival notifications
 - c. Touch tone cancellation ability
 - d. No show notifications
 - e. Eligibility expiration
 - f. Trip booking confirmations
 - g. Bulk notifications (Novus and PASS only)

Notification Type	Voice	SMS	Email
Booking Confirmation		✓	✓
Trip Reminder	✓*	✓	✓
Dispatcher Update	✓		
Cancel Confirmation		✓	✓
Imminent Arrival	✓	✓	✓
Driver Initiated	✓		
No Show	✓	✓	✓
Account Balance Low	✓	✓	✓

*Allows client to confirm or cancel trip

Exceptions:

1. Touch tone trip booking limited to registered and frequent addresses.

Timeframe

This implementation can be completed within approx. three (3) months from installation of the Notifications Software at Licensee. During the operational review, a project plan will be prepared for each Software module.

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated.

Project Design

Project design will involve a series of meetings and conference calls with Licensee's project team to discuss the following items:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to the trip booking and scheduling process.
- Software configuration.
- Testing and Training requirements.
- Finalize project timelines
- Final project plan, test, training and transition strategies.

An operational review document will be prepared outlining the understanding gained from the meetings, identifying the deliverables and timing for the implementation as mutually agreed upon by the parties ("Operational Review Document"). The TripSpark Project Manager (PM) will coordinate a meeting with the Licensee's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

Software Installation

Back Office

TripSpark will install the Software remotely on the Licensee's network. The Notifications Software consists of a service and a configuration/monitoring application. The Notifications service communicates with Novus on the internal network, as well as Cloud based Services to send/receive calls and text messages. To facilitate this communication, the Licensee may be required to add/modify port filtering rules in their firewall. TripSpark will assist the Licensee in making these changes. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Licensee must have a test environment at their facility that can be used for testing new versions of the Software. The test environment must include a test version of Novus (complete with its database) that is configured the same way as in the production environment. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Licensee's responsibility to ensure that all tests are performed with test voice/sms numbers - not numbers of their actual customers.

Notifications Service Configuration

TripSpark will take care of all configuration with respect to the Notifications Software Configuration will be done remotely.

Training

Training provided will be based on TripSpark standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

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- Up to four (4) hours of Remote System Administrator Training, consisting of:
 - Static Information including Passenger Profiles, Notification Types, Communication Modes, Agency Information, Notifications, Client Configuration, Email/Voice/SMS Parameters
- Up to eight (8) hours of Remote Advanced Functionality and User Training, consisting of:
 - Client set up and booking, mass notifications, dispatcher training, operational training

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Licensee is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services for up to three (3) months from delivery of the Notifications application at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee's PM. These reports will be based on TripSpark standards and will consist of: project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Licensee Services

The following tasks will be the responsibility of the Licensee. These items will need to be completed in order to support the introduction of the Software.

Prior to any work being performed by TripSpark, Licensee will be required to execute the TripSpark license and maintenance agreements and as amended and provide an executed purchase order (PO) for the value of the project.

Operational Review

Licensee's staff will be required to participate in the Operational Review. In advance of the conference calls, Licensee's staff may be required to collect information and respond to a simple survey.

Within five (5) days of delivering the operational review, the TripSpark PM will schedule a meeting to review the Operational Review Document. It's encouraged that Licensee review the Operational Review Document internally prior to the meeting.

Training

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

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FOR REMOTELY ACCESSED TRAINING SESSIONS ATTENDEES WILL REQUIRE:

- Networked computer with access to the internet
- Necessary Software (i.e. Webex client) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions according to the Documentation

We estimate the duration of user acceptance for this implementation to be approximately one (1) week.

Licensee's Resource Requirements

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none">○ Coordinate the scheduling of all of the Licensee's resources.○ Coordination of conference calls and meetings, as required.○ Prepare training facilities.○ Coordinate training sessions.○ Coordinate completion of data development.○ Coordinate completion of user acceptance testing.○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate	25% of time for duration of	<ul style="list-style-type: none">○ Participation in the completion of the

Resource	Description	Time Dedication	Tasks
	knowledge of the processes and procedures	project.	<p>Operational Review.</p> <ul style="list-style-type: none"> o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> o Procure and configure hardware to a 'TripSpark Ready State' (i.e. operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)). o Participate in System Administration training.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> o Participate in end user training.

ATTACHMENT 2



**Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")**

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.800.784.9909 Fax 905.238.8408

WORK ORDER

Client Name: City of Santa Fe Springs
Address: 12636 Emmens Way
Santa Fe Springs, CA 90670-3679
USA
Attention: Jose Barrios
Position: Transportation Services Supervisor
Phone: (562) 941-5484
Email: Josebarrios@santafesprings.org
Fax: Josebarrios@santafesprings.org

Work Order#: W0-0109384
Date Requested: 0710212019
Requested By: Jose Barrios

N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.

Product Name	Type	Quantity	Unit Price	Total Price
Novus-DR-Core : Service	Service	1	\$750.00	\$750.00

****Total:** \$750.00 Plus
Applicable Sales Tax

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms of conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

Trapeze Software Group, Inc.

City of Santa Fe Springs

Director, Client Services

Date

Date

****Price valid for thirty (30) days. All Prices in US dollars.**

In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.

Project Budget

The table below presents the total project budget:

Items	Total
Map Data Services	\$750
Total Cost (CAD)	\$750

Notes:

1. Pricing is valid for 90 days
2. Pricing does not include taxes

Payment Schedule

Below is a milestone based payment schedule to be implemented during the project rollout.

Payment Milestone	Percentage Due
Execution of Agreement	100% of Services

ATTACHMENT 3

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC., an Arizona Corporation ("Trapeze"), with its principal place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A.

And

CITY OF SANTE FE SPRINGS ("Licensee"), with its principal place of business at 11710 Telegraph Road, Sante Fe Springs, California 90670-3679 U.S.A.

Notice Information:

If intended for Trapeze, to:

5800 Explorer Drive, 5th Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Mary Pavela

Telephone: 1-905-629-8727

If intended for Licensee, to:

Contact: _____

Telephone: _____

Number of Pages in this Agreement including attached Exhibits: ____

Both parties acknowledge that they have read and fully understand this Agreement and hereby agree to the terms hereof. Licensee expressly acknowledges that no representations other than those contained in this Agreement have been made regarding the goods or services to be provided hereunder, and that Licensee has not relied on any representation not expressly set out herein.

Signed for and on behalf of Licensee:

By: [Signature]

Print Name: Thaddeus McCormack

Title: Asst. to the City Manager

Date: 9-26-07

Signed for and on behalf of Trapeze:

By: [Signature]

Print Name: Colin McKenzie

Title: CEO

Date: 9/26/07

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
- "Confidential Information" all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public.
- "Documentation" the user documentation and training materials pertaining to the Software as supplied by Trapeze;
- "Software" the certain software as identified in Exhibit A of this Agreement;
- "Trade Secrets" the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze;
- "Upgrades" generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to Trapeze as set out below, Trapeze agrees as follows:

- (a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit A ("License Date"), restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A.
- (b) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (d) The license to use the Trapeze Malteze Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze Malteze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Malteze Transit Database.
- (e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze.

3. Software Services In accordance with the terms of Exhibit B, Trapeze will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the perceived defects in the

Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

5. Software Warranty Trapeze warrants the NOVUS-MON Software to operate in all material respects as specified in the Documentation for a period of one (1) year from the date upon which the NOVUS-MON Software is first put into operational and functional use. The NOVUS-MON Software will be deemed to be in operational and functional use when the Licensee first uses the NOVUS-MON Software to support its then current operations in any capacity. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective NOVUS-MON Software. This warranty does not apply to any NOVUS-MON Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

Trapeze warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. Trapeze further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement and that neither the performance of the services by Trapeze nor the use by the Licensee of the Software, or any portion thereof, will in any manner constitute an infringement or other violation of any ownership, claim, copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Trapeze does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

6. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee:

- (a) Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;
- (b) in the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm EST, along with a toll-free emergency service available 24 hours per day. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and online support as available; and
- (c) Trapeze will post notices of available Upgrades of the Software on its website and copies of the release notes for download. Trapeze will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze, for the Software license fees, service fees, and related expenses as set out in Exhibit B, attached hereto. Trapeze will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. The gross amount of the license fee is set out in Exhibit A. Trapeze will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total amounts due for all service fees and modifications fees are firm fixed amounts and will be invoiced on that basis. Expenses will be calculated on a fixed rate per diem, per trip basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Commencing upon completion of the warranty period for each Software application, Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit A (the "Maintenance Fee"), attached hereto. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

8. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to Trapeze for which money damages would be inadequate and would entitle Trapeze to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Licensees shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefore, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) Trapeze's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the license fees paid by Licensee.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(c) Either party may terminate for convenience with ninety (90) days written notice.

(d) In the event Licensee terminates this Agreement for any reason, Licensee shall pay Trapeze for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(e) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.

15. Assignment This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, USA.

17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

19. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A

Item	Software	Configuration	Gross License Fees	Year 1 Maintenance Fees	License Date
1.	Trapeze-NOVUS-DRM	3 Concurrent User Licenses	\$ 18,500	\$3,700	Effective date of this agreement
2.	Trapeze-NOVUS-MON		\$9,500	\$1,900	
2.	Malteze Transit Database		Included	Included	Effective date of this agreement
Totals			\$ 28,000	\$5,600	

Notes:

1. License is provided for operations of up to 75 booked trips per day for NOVUS DRM and for operations up to 5 peak vehicles for NOVUS- MON.
2. Licensee shall migrate from PASS-LITE to the Trapeze NOVUS product.
3. Licenses provided for software utilization by City of Santa Fe Springs (Santa Fe Springs, CA)
4. Third party licenses, if required to operate the Software, are not included.
5. Third party data, hardware and system/operating software are not included within the license granted under this Agreement and are not included in the license fees.
6. Upon request, Trapeze will assist in reviewing hardware specifications; however the Licensee is responsible for purchasing hardware and any other pre-requisite products. Any hardware that must be tested by Trapeze may require additional service days not included in this Agreement.
7. First year maintenance fees only. For subsequent years, the annual maintenance fee will be Trapeze's then current price.
8. Proposed software solution is designed for the Windows 2000/XP operating environments, with an ODBC database infrastructure (the Malteze Transit Database) designed by and proprietary to Trapeze, configured for the Oracle 8/MS SQL database engine.
9. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.
10. All other deliverables and services requested by Licensee, including on-site training and consulting services, not enumerated in Exhibit A or Exhibit B are the responsibility of the Licensee and if required will be billed separately by Trapeze along with related expenses.

EXHIBIT B
Summary of Pricing and Payment Schedule

1.0 SUMMARY OF PROPOSED PRICING

Following is our cost proposal for our TRAPEZE-NOVUS-DRM software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices.

The following prices are valid for 90 days after submission.

A. SOFTWARE COMPONENTS AND LICENSE FEES

Trapeze-NOVUS-DRM paratransit system	\$18,500
Includes: 3 Concurrent User Licenses	

Pre-Requisite Software	
Digital Maps for 1 County	
Dynamap Transportation - Los Angeles County	\$ 2,250

TOTAL SOFTWARE COSTS \$20,750

B. INSTALLATION AND STAFF TRAINING COSTS

OFF-SITE PROJECT MANAGEMENT, TESTING, SUPPORT SERVICES	\$2,000
--------------------------------------------------------	---------

OPERATIONAL REVIEW	Included
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INSTALLATION & DATA CONVERSION SERVICES	\$3,000
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TRAINING	
All inclusive costs for 9 days training	\$9,000

TRAVEL & EXPENSES	
Total of expenses including airfares.	\$4,200

TOTAL INSTALLATION AND TRAINING COSTS \$18,200

C. PURCHASE INCENTIVES	\$(18,500)
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GRAND TOTAL \$20,450

EXHIBIT B
Summary of Pricing and Payment Schedule

1.1 Long Term Support Services		
Item	Description	Annual Cost
1	NOVUS Maintenance (First Year) includes: 1 Extended hours telephone support on generic & customized software 2 Generic Product Upgrades 3 Corrections to software	\$ 3,700

EXHIBIT B
Summary of Pricing and Payment Schedule

1.0 SUMMARY OF PROPOSED PRICING

Following is our cost proposal for our TRAPEZE-NOVUS-MON software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices.

The following prices are valid for 90 days after submission.

A. SOFTWARE COMPONENTS AND LICENSE FEES

Trapeze-NOVUS-MON system (MDT/AVL Interface with Handheld Windows Device) ----- BETA SITE FOR HANDHELD UNITS	\$9,500
Includes: 5 Peak Vehicle License	

TOTAL LICENCE COSTS \$9,500

B. INSTALLATION AND STAFF TRAINING COSTS

PROJECT MANAGEMENT & SUPPORT SERVICES	\$1,100
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SITE SPECIFIC CUSTOMIZATION	\$ -
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SOFTWARE, & INSTALLATION SERVICES	\$1,100
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TRAINING, TESTING, AND GO LIVE SUPPORT	
Total of 6 days On-Site services	\$6,600

TRAVEL & EXPENSES	
Total of expenses including airfares.	\$3,100

TOTAL INSTALLATION AND TRAINING COSTS \$11,900

C. Purchase Incentive	\$(4,750)
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GRAND TOTAL **\$16,650**

EXHIBIT B
Summary of Pricing and Payment Schedule

1.1 Long Term Support Services		
Item	Description	Annual Cost
1	Warranty (1 Year) includes: 1 Extended hours telephone support on generic & customized software 2 Generic Product Upgrades 3 Corrections to software	Included
2	Maintenance (Annual) includes: 1 Extended hours telephone support on generic & customized software 2 Generic Product Upgrades 3 Corrections to software	\$1,900

1.2 Payment Schedule	
NOVUS and NOVUS-MON	
Item	Description
1	75% of License Fee upon contract signing
2	Pre-Requisite Software due on contract signing
3	25% License Fee upon installation
4	Implementation services as incurred, based upon project Milestones
5	Expenses as incurred



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

October 8, 2019

NEW BUSINESS

Slauson Avenue Overpass – Approval of Public Overpass Agreement with the County of Los Angeles, City of Pico Rivera and Union Pacific Railroad

RECOMMENDATION

- Approve the Public Overpass Agreement with the County of Los Angeles, City of Pico Rivera and Union Pacific Railroad (UPRR) for the construction and maintenance of the Slauson Avenue Overpass; and
- Authorize the Mayor to execute the Public Overpass Agreement.

BACKGROUND

The County of Los Angeles (County) has undertaken the project of the seismic retrofit of the Slauson Avenue Overpass (Project). At its meeting of May 23, 2019, the City Council approved an agreement with the County for the construction and maintenance of the Slauson Avenue Overpass. The Public Overpass Agreement provides for the use, maintenance, and repair of the structure in the area within the Union Pacific Rail Road's (UPRR) right-of-way. The Slauson Avenue Overpass crosses over two railroads; the UPRR, and the Burlington Northern Santa Fe (BNSF) railway. The County and cities of Santa Fe Springs and Pico Rivera have executed an Overpass Agreement with BNSF regarding the construction and maintenance of the project. This agreement with UPRR is necessary to construct the Project and maintain the Overpass afterward.

LEGAL REVIEW

The City Attorney's office has reviewed the Public Overpass Agreement.

FISCAL IMPACT

The County is the lead agency on the project, with total project cost estimated at approximately \$3,216,000. Santa Fe Springs has jurisdictional ownership of thirty-two percent (32%) of the bridge. The agreement with the County established our share of the project's costs at a not-to-exceed share cost of \$61,700. The Public Overpass Agreement does not have any direct financial impact on the City.

FISCAL IMPACT

The seismic retrofit of the Slauson Avenue Overpass will bring the structure to current structural standards, and improve the safety and welfare of both vehicles and pedestrians utilizing the overpass.

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

Raymond R. Cruz
City Manager

Attachments:

1. Public Overpass Agreement with UPRR
2. Overpass Agreement with BNSF
3. Agreement with Los Angeles County

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".
Date of Report: September 30, 2019

ATTACHMENT 1

UP Real Estate Folder No.: 3070-70

PUBLIC OVERPASS AGREEMENT

SLAUSON AVENUE
DOT NO. 748081W
MILE POST 3.38, LOS NIETOS SUBDIVISION
CITY OF SANTA FE SPRINGS AND CITY OF PICO RIVERA
LOS ANGELES COUNTY, CALIFORNIA

THIS AGREEMENT ("Agreement") is made and entered into as of the 8th day of October, 2018 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California, to be addressed at P.O. Box 1460, Alhambra, CA 91802-1460 ("County") **CITY OF SANTA FE SPRINGS**, a municipal corporation or political subdivision of the State of California, to be addressed at 11710 E. Telegraph Rd, SFS CA 90670 ("Santa Fe Springs"), **CITY OF PICO RIVERA**, a municipal corporation or political subdivision of the State of California, to be addressed at _____ ("Pico Rivera", and together with the County and Santa Fe Springs, sometimes referred to herein as a "Political Body" and collectively, the "Political Bodies").

RECITALS:

By instrument dated August 1, 1956, the Southern Pacific Company granted an easement to the County for the construction, use, maintenance and repair of a grade separated overpass structure that carries vehicular traffic traversing on Slauson Avenue, DOT Number 748081W at Railroad's Milepost 3.38 on Railroad's Los Nietos Subdivision at or near City of Santa Fe Springs and City of Pico Rivera, County of Los Angeles, California (the "Original Easement").

The Railroad named herein is successor in interest to the Southern Pacific Company.

The County now desires to undertake as its project (the "Project") the seismic retrofitting of the structure that was constructed under the Original Easement. The retrofitted structure is hereinafter the "Structure".

The right of way granted by Southern Pacific Company in the Original Easement to the County under the terms of the Original Easement is sufficient to allow for the seismic retrofitting of the Structure by the County but it does not provide for the use, maintenance and repair of the Structure by the Political Bodies. The portion of Railroad's property that the County needs for the retrofitting and the Political Bodies

need for use, maintenance and repair of the Structure is shown on the print marked **Exhibit A**, being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Bodies are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS LICENSE

A. For and in consideration of **ONE THOUSAND and No/100 Dollars (\$1,000.00)** to be paid by the County to the Railroad upon execution and delivery of this Agreement, and in further consideration of the Political Bodies' agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the County and the Political Bodies, respectively, a nonexclusive license (the "License") located on the portion of the Crossing Area, as such area is more particularly shown on **Exhibit A** (collectively, the "License Area"), for the purposes of the County retrofitting the Structure and the Political Bodies maintaining, operating, repairing, replacing and allowing Political Bodies' invitees to use, the Structure.

B. For purposes of this Agreement and the grant of the License contemplated hereunder, use of the Structure by the Political Bodies and/or Political Bodies' invitees shall be limited to motorized vehicles that may be driven on a public highway in accordance with applicable law. The Political Bodies shall not use or permit the use of the Structure and/or the License Areas or any part thereof for any purpose other than the purposes expressly stated herein.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the County to perform any Project work on any portion of the Railroad's property, any contractor or contractors hired by any of the Political Bodies for subsequent maintenance and repairs of the Structure and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority, including without limitation any CIC (defined below) hired by the County.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any Project work within the Crossing Area or on any portion of Railroad's property, and any subsequent maintenance or repair work, the Political Bodies shall require the Contractor to:

(i) execute the Railroad's then current form of Contractor's Right of Entry Agreement ("CROE").

(ii) obtain the then current insurance required in the CROE; and

(iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current CROE is marked **Exhibit E**, attached hereto and hereby made a part hereof. Each Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's CROE and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. _____

D. If the County's own employees will be performing any of the Project work, the County may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the County will be receiving any federal funding for the Project the applicable rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B as of the Effective Date are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The County agrees that no Project costs and expenses are to be borne by the Railroad, including without limitation any cost and expense for work performed by Contractor and/or any CIC. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Agreement Estimate dated January 9, 2018, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Fifty-Two Thousand Dollars (\$52,000).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. Railroad, in its sole and absolute discretion, shall determine whether a flagman or other special protective or safety measures are required in connection with the Project (any of the foregoing, collectively "Flagging Services"). For purposes of clarity, Railroad and County each acknowledge that Railroad may contract a CIC for the performance of any Flagging Services that are part of Railroad's work (as provided in Section 4 of Exhibit B) or, alternatively, that the County may hire a CIC as a Contractor to perform Flagging Services, subject to Section 6.C of Exhibit B and any and all other applicable terms and conditions set forth in this Agreement. If any Flagging Services are to be performed in connection with the Project, then, after consultation with the County, Railroad shall determine, in Railroad's sole and absolute discretion, whether Railroad or the CIC will bill the County or, alternatively, the Contractor directly, for the costs of such Flagging Services. If Railroad determines the Contractor will be billed directly pursuant to the foregoing sentence, County agrees that it will pay the Railroad or the CIC, as applicable, on demand for any such costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing. The County acknowledges that whether or not the Estimate includes costs for Flagging Services performed by Railroad or a CIC, as applicable, such costs shall be at no expense to Railroad.

D. The Railroad shall send progressive billing to the County during the Project, and final billing to the County within one hundred eighty (180) days after receiving written notice from the County that all Project work affecting the Railroad's property has been completed.

E. The County agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all

actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), to the extent applicable, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The County, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the County, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the County or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the County or Contractor on the Plans is at the risk of the County and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any

Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The County, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the County for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the County shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the County nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and each Political Body have executed this Agreement.
- (ii) The Railroad has provided to the County the Railroad's written approval of the Plans.
- (iii) The County has required each Contractor to (a) execute Railroad's CROE and obtain and/or provide to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the CROE; (b) provide the advance notice(s) required under the CROE to the Railroad representative(s) named in the CROE; and (c) participate in a preconstruction meeting to coordinate work activities with Railroad if any work to be provided by the Contractor will involve flagging protection and/or if there is separate work to be performed by the Railroad for the Project.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. FEDERAL FUNDING

If the Political Body will be receiving any federal funds for the Project, the Political Body agrees that it is solely responsible for performing and completing all reporting requirements in connection with the Project and receipt of such funding and that the Railroad shall not have any responsibility in connection with the same. The Political Body also confirms and acknowledges that (A) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete any such reporting requirements in connection with any federal funding. The

Railroad confirms that the Political Body shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

COUNTY OF LOS ANGELES

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Laura T. Jacobson
County Counsel
Deputy

Date: 9/4/18

CITY OF SANTA FE SPRINGS

By: _____
Printed Name: _____
Title: _____

CITY OF PICO RIVERA

By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC OVERPASS AGREEMENT**

Exhibit A will be a print showing the Crossing Area.

**EXHIBIT B
TO
PUBLIC OVERPASS AGREEMENT**

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Bodies shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Bodies shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of a Political Body for the purpose of conveying electric power or communications incidental to such Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by a Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. Each Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless such Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with each Political Body's specifications and will not interfere with each Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, each Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area located within its boundaries, as applicable, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, each Political Body, as applicable, will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The County, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the County, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the County shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the County upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the County shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the County. The County hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the County and/or its Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the County, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the County is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the County at its own expense, or by the

Railroad at the expense of the County, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 -RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the County of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the County shall reimburse the Railroad for the amount of the contract.

SECTION 5 -MAINTENANCE AND REPAIRS

A. The Political Bodies, at their expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 -SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the County that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the County shall also include its Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the County shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Bodies.** If any of the Political Bodies' employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, such Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, such Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, such Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of such

Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If a Political Body's employees need to enter Railroad's property as provided in Paragraph B above, such Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by the Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform such Political Body whether a flagman need be present and whether the Political Body needs to implement any special protective or safety measures.

(ii) The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, such Political Body shall pay on the basis of the new rates and charges. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the applicable Political Body must provide Railroad a minimum of five (5)

days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, the Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

(iii) Each Political Body or its Contractor shall be permitted to hire a private contractor (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) to perform Flagging Services in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to receiving prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit such Political Body or its Contractor to utilize a CIC pursuant to the preceding sentence, the Political Body or its Contractor, as applicable, shall be required to obtain Railroad's prior written approval for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Railroad reserves the right to rescind any approval pursuant to this section, in whole or in part, at any time, as determined in Railroad's sole and absolute discretion,

(iv) If any flagging or other special protective or safety measures are performed by Railroad and/or a CIC, such Political Body agrees that the Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

D. Compliance With Laws. Each Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. Each Political Body shall use only such methods as are consistent with safety, both as concerns such Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. Each Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by a Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, such Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. No Interference or Delays. Each Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or

signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** Each Political Body, at its own expense, shall adequately police and supervise all work to be performed by such Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of each Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by such Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, such Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time any of the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of such Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, such Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** Each Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by such Political Body at the Political Body's own expense or by the Railroad at the expense of such Political Body. Each Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** Each Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** Each Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling

rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. Each Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. Each Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by such Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** Each Political Body, at such Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. Each Political Body, at such Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. Each Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, each Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, each Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of the applicable Political Body for a period of three (3) years following the date of Railroad's last billing sent to such Political Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If any Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the applicable Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by a Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of such Political Body hereunder.

C. Such Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by each Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by any Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between each Political Body and the Railroad and cancel and supersede any prior

negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC OVERPASS AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT

UPRR COST SUMMARY TO PUBLIC ROAD CROSSING RECONSTRUCTION

DESCRIPTION OF WORK: Perform flagging, engineering review, and inspection services for the County of Los Angeles for the Bridge improvements of RR Under OH Bridge Crossing DOT 748081W at Railroad Mile Post 3.28 on the Los Nietos Sub in City of Santa Fe Springs, Los Angeles County, California.

LOCATION: City of Santa Fe Springs, Los Angeles County, California DATE: January 9, 2018

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at \$1,400/day) (30) days	\$ 42,000.00	0	\$42,000.00
ENGINEERING REVIEW AND INSPECTIONS	\$ 10,000.00		\$10,000.00
TOTAL			\$52,000.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE AUTHORITY WILL BE BILLED FOR ACTUAL COST AT THE CURRENT RATES EFFECTIVE THEREOF.

EXHIBIT D

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Political Body covering the construction and maintenance of the Project.

Political Body: County of Los Angeles, City of Santa Fe Springs, & City of Pico Rivera

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Political Body to perform any project work on any portion of Railroad's

property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Political Body's Project Number (Not Applicable) covering Slauson Avenue

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Political Body. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Daniel Moreno
Mgr Ind. & Public Proj
909-685-2288
dzmoreno@up.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Luis Travieso
Asst Mgr Track Mntce
909-685-2469
ldtravie@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Political Body and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Political Body's and/or Contractor's plans in no way relieves the Political Body and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Political Body's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement.

referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Political Body's and/or Contractor's plans and that any reliance by the Political Body or the Contractor with respect to such plans is at the risk of the Political Body and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Political Body's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Political Body for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Political Body or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad approved flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad approved flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's

expense and without cost to the Railroad. The Railroad or Political Body have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Political Body of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Political Body that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Political Body, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Political Body or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Political Body at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Political Body to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Political Body, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Political Body for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Political Body or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' –

6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Political Body's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Contractor shall comply with all other requirements regarding Flagging Services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person that is a Railroad employee is **\$1,500.00** per day for a(n) **eight-hour** work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates for Railroad's employees are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night). The rates for Flagging Services charged by a CIC are set by such CIC, and are variable and subject to change at any time.

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the

work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

**EXHIBIT E
TO
PUBLIC OVERPASS AGREEMENT**

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____
corporation ("Contractor").

RECITALS:

Contractor has been hired by _____
to perform work relating to _____ (the "work")
with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's
Milepost _____ on Railroad's _____ [Subdivision or Branch] at or near DOT No. _____
located at or near _____, in _____ County, State of _____, as such
location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby
made a part hereof, which work is the subject of a contract dated _____ between
Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location
described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as
follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include
Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its
or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) is a
subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the
foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and
subject to each and all of the terms, provisions and conditions herein contained, to enter upon and
have ingress to and egress from the property described in the Recitals for the purpose of performing
the work described in the Recitals above. The right herein granted to Contractor is limited to those

portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. If flagging is performed by Railroad, the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

G. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY

ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be

performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.
- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

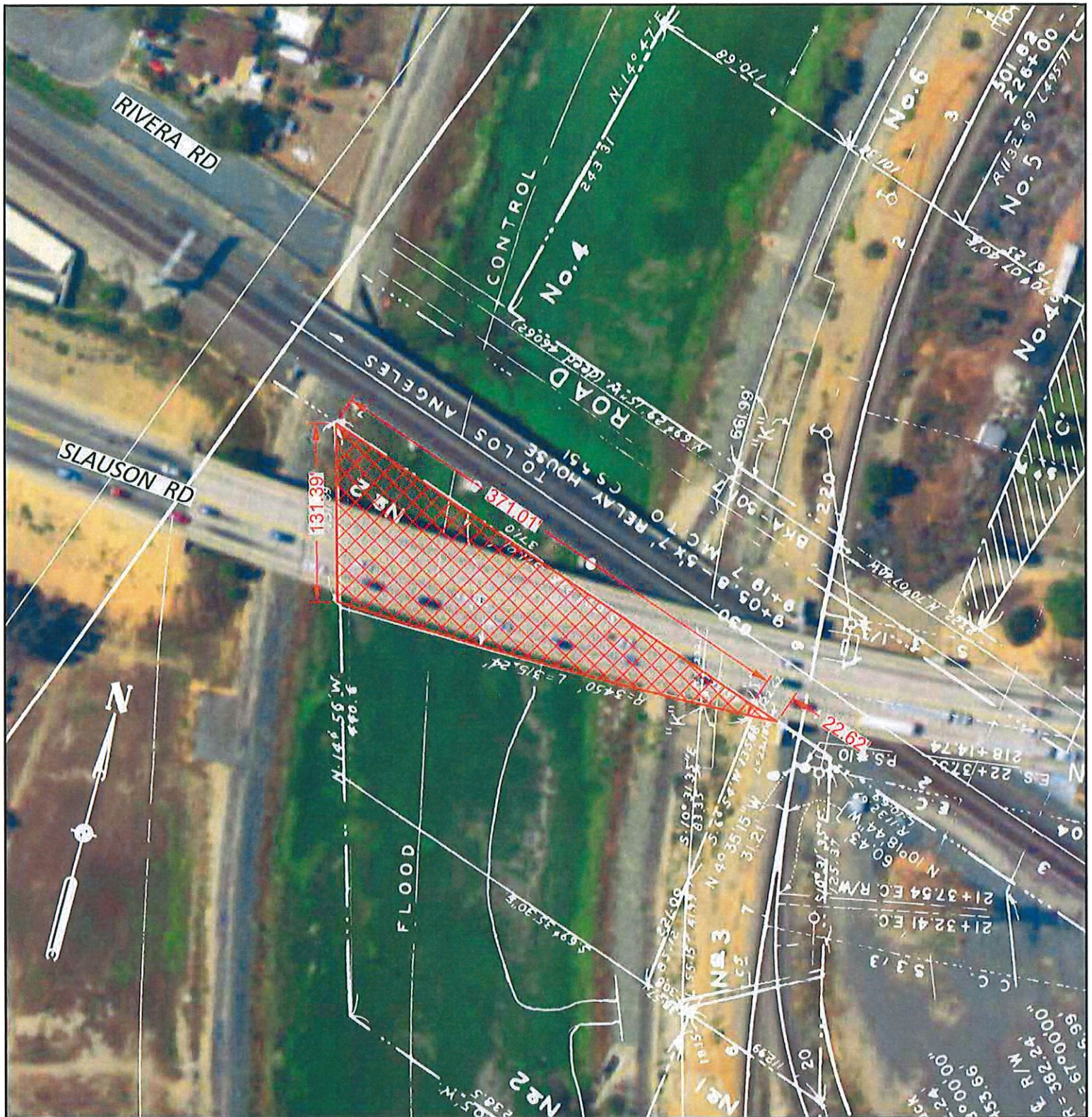
MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.



A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf ("UP Safety Requirements") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if it determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of UP Safety Requirements to each of its employees before they enter the job site.

B. Without limitation of the provisions of Paragraph "A" above, Contractor shall keep the job site free from safety and health hazards and ensure that their employees and contractors and subcontractors are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a non-delegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.



LEGEND:

- 1956 EASEMENT AREA 
- UPPRCO. R/W OUTLINED 
- 1956 EASEMENT AREA = 22,050 SQ. FT. +/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

SANTA FE SPRINGS, LOS ANGELES COUNTY, CA

M.P. 3.388 - LOS NIETOS SUB.

MAP SP V-96 / 6

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1-5-2017

PJB FILE: 0307070

CADD
FILENAME 0307070

SCAN
FILENAME CAV96006-307070.TIF

ATTACHMENT 2

OVERPASS AGREEMENT

BNSF File No. BF10001714
Slauson Avenue Overpass
U.S. D.O.T. No. 027645M
BNSF San Bernardino Subdivision
LS 7600
MP 151.929

This Agreement ("**Agreement**"), is executed to be effective as of this 9th day of September, 2014 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), the City of Pico Rivera, a municipal corporation ("**Pico Rivera**"), the City of Santa Fe Springs, a municipal corporation ("**Santa Fe Springs**"), LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California ("**County**"), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("**County**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the County of Los Angeles, State of California;

WHEREAS pursuant to easements acquired by the County of Los Angeles through the deeds for street overpass purposes recorded September 26, 1956, as Document No. 2714, in Book No. 52403, page 426 with Southern Pacific Company and recorded March 17, 1958 as Document No. 3672, in Book No. D45, page 197, with the Atchison, Topeka and Santa Fe Railway Company both of Official Records.

WHEREAS, County desires to seismically retrofit the existing Slauson Avenue Overpass, US DOT No. 027645M, located in the unincorporated County of Los Angeles system of highways; and

WHEREAS, the Slauson Avenue Overpass is jurisdictionally shared between the County (6%), Pico Rivera (62%), and Santa Fe Springs (32%); and

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

ARTICLE I – SCOPE OF WORK

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

ARTICLE II – BNSF CONSTRUCTION OBLIGATIONS

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

1. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of County, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Plan review of design plans and Overpass construction and maintenance agreement, currently estimated at ten thousand dollars (\$10,000) at County cost;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project; and
- (e) Providing a contract project coordinator, at County's expense, to serve as a project manager for the Project;

2. BNSF will do all railroad work set forth in Article II, Section 1 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

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

4. BNSF may charge County for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

5. During the construction of the Project, BNSF will send County progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. County must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send County a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, County must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to County under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the County the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.**

ARTICLE III – COUNTY CONSTRUCTION OBLIGATIONS

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

1. County must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give County final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
2. County must make any required application and obtain all required permits and approvals for the construction of the Project.
3. County must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
4. County must acquire all rights of way necessary for the construction of the Project.
5. County must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
6. County must construct the Project as shown on the attached Exhibit A and do all work ("County's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. County must furnish all labor, materials, tools and equipment for the performance of County's Work. The principal elements of County's Work are as follows:
 - (a) Construction of the Project;
 - (b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - (c) Provide suitable drainage, both temporary and permanent;
 - (d) Provide appropriate pedestrian control during construction;
 - (e) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
 - (f) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
7. County must apply and maintain said D.O.T. Crossing number 027645M and Public Utility Commission Crossing number 002-151.390-A in a conspicuous location on the Structure.

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

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the County, County shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. . Prior to performing any future maintenance with its own personnel, County shall: comply with all of BNSF's applicable safety rules and regulations; require any County employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability Insurance.

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

11. County or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by County's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

12. County must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Engineering Representative (909-386-4079), BNSF's Signal Representative (909-386-4053), and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- (c) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative (909-386-4079) to stop construction at no cost to the County or BNSF until these items are completed.
- (d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim

or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. County must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III, IV, V, and VI; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

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

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) To facilitate scheduling for the Project, County shall have its contractor give BNSF's representative (909-386-4079) four (4) weeks advance notice of the proposed times and dates for work windows. BNSF and County's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (e) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit E, attached to this Agreement and incorporated herein.

15. County must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, County must notify BNSF's Manager of Public Projects, in writing, of the date on which County and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF COUNTY, ITS CONTRACTORS,**

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

17. County must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from County.

ARTICLE IV – JOINT CONSTRUCTION OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the BNSF Project Manager.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. County must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) County (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) County (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by County or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of this Agreement, BNSF may immediately terminate the Agreement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition

to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

John T. Walker
Assistant Deputy Director
Attn.: Allan Abramson, Transportation Infrastructure Project Development Section
Los Angeles County, Department of Public Works
(626) 458-3950
aabrams@dpw.lacounty.gov

5. County must supervise and inspect the operations of all County contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by County personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until County corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify County (Larry Halweg, 626-458-3935) for appropriate corrective action.

6. Pursuant to this section and Article II, Section 5 herein, County must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

7. All expenses detailed in statements sent to County pursuant to Article II, Section 5 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 1 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

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

9. Subject to the restrictions imposed by Article III, Section 9 above, the construction of the Project will not commence until County gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF10001714 and D.O.T. Crossing No. 027645M and must state the time that construction activities will begin.

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

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as

well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

12. In the event construction of the Project does not commence within two (2) years of the Effective Date, the CONSTRUCTION OBLIGATIONS portion of this AGREEMENT (ARTICLES II, III & IV) will become null and void.

ARTICLE V – MAINTENANCE

1.. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF City of Pico Rivera, City of Santa Fe Springs, and County agree to the following terms upon completion of construction of the Project:

- (a) City of Pico Rivera, City of Santa Fe Springs, and County will own and maintain, at their shared cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify City of Pico Rivera, City of Santa Fe Springs, and County prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify City of Pico Rivera, City of Santa Fe Springs, and County at its earliest opportunity. City of Pico Rivera, City of Santa Fe Springs, and County must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).
- (b) City of Pico Rivera, City of Santa Fe Springs, and County must, at agreed shared cost and expense, keep the Structure painted and free from graffiti within their respective jurisdiction.
- (c) City of Pico Rivera, City of Santa Fe Springs, and County must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement.
- (d) City of Pico Rivera, City of Santa Fe Springs, and County must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- (e) It is expressly understood by City of Pico Rivera, City of Santa Fe Springs, County and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (f) City of Pico Rivera, City of Santa Fe Springs, and County must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals within their respective jurisdiction.
- (g) If City of Pico Rivera, City of Santa Fe Springs, or County (including their contractors and agents) or BNSF, on behalf of City of Pico Rivera, City of Santa Fe Springs, or County, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then County or its contractors and/or agents must procure and maintain the following insurance coverage:

Railroad Protective Liability insurance naming only **BNSF** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

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

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

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

2. City of Pico Rivera, City of Santa Fe Springs, and County hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City of Pico Rivera, City of Santa Fe Springs, or County property to BNSF tracks for maintenance purposes.

3. Subject to the restrictions imposed by Article IV, Section 9 above, City of Pico Rivera, City of Santa Fe Springs, or County must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, County must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. County will be responsible for its contractor(s) compliance with such obligations.

4. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be the sole responsibility of the County.

5. City of Pico Rivera, City of Santa Fe Springs, and County may, at City of Pico Rivera, City of Santa Fe Springs, and County's shared expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction, must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

ARTICLE VI – JOINT OBLIGATIONS

1. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
2. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
3. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
4. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and City of Pico Rivera, City of Santa Fe Springs, and County with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
5. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects
740 East Carnegie Drive
San Bernardino, CA 92408

County:

John T. Walker, PE
Assistant Deputy Director
Los Angeles County
Department of Public Works
Programs Development Division
Attn: Allan Abramson, Transportation
Infrastructure Project Development Section
900 S Fremont Avenue, 11th floor
Alhambra, CA 91803-1331

City of Pico Rivera:

Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Blvd
Pico Rivera, CA 90660

City of Santa Fe Springs:

Noe Negrete, P.E.
Director of Public Works/City Engineer
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

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

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31

SEP 09 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



WITNESS:

COUNTY

COUNTY OF LOS ANGELES

By: _____

Printed Name: _____

Title: _____

Chairman, Board of Supervisors

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____

Chairman, Los Angeles County Flood Control District

Printed Name: _____

Title: _____

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: _____

Carla Little
Deputy



APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____

Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

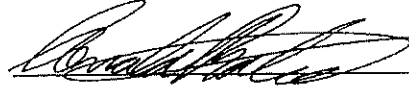
By: _____

Deputy

78264

CITY

CITY OF PICO RIVERA

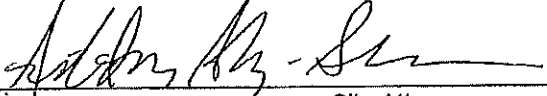
By: 

PG

Printed Name: Ronald Bates, Ph.D.

Title: City Manager

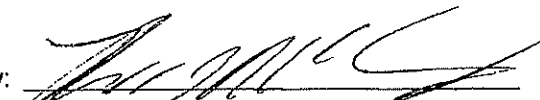
APPROVED AS TO FORM:

By: 

Arnold M. Alvarez-Glasman, City Attorney

WITNESS:

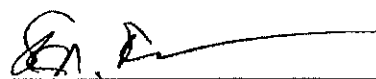
CITY OF SANTA FE SPRINGS

By: 

Printed Name: Thaddeus McCormack

Title : City Manager

APPROVED AS TO FORM:

By: 

Steven N. Skolnik
City Attorney

EXHIBIT A

RIGHT OF WAY IDENTIFICATION MAP AND AERIAL IMAGES

EXHIBITS A1, A2, A3, A4

EXHIBIT B

NOT IN AGREEMENT – INTENTIONALLY LEFT BLANK

EXHIBIT C

**FORM 0102 CONTRACTOR REQUIREMENTS, FORM 0107 CONTRACTOR'S RIGHT
OF ENTRY AGREEMENT, CONTRACTOR INSURANCE REQUIREMENTS,
CERTIFICATE OF COUNTY SELF_FUNDING OF INSURANCE OBLIGATION**

EXHIBITS C, C1, C2, C3

EXHIBIT D

ENGINEER'S ESTIMATE, FLAGGING ESTIMATE, and INSPECTION ESTIMATE

EXHIBITS D1, D2, D3

EXHIBIT E

PLAN APPROVAL

EXHIBIT E

EXHIBIT F

BNSF BRIDGE REQUIREMENTS

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

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

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

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

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

Prior to issuing any invitation to bid on construction of the Structure, the County should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

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

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting

falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. The County shall reimburse BNSF for all costs of supplemental inspection services.

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

BRIDGE MAINTENANCE:

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

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

BRIDGE INSPECTION:

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

BRIDGE ALTERATIONS:

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

ATTACHMENT 3

AGREEMENT

THIS AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Slauson Avenue is on the highway element of the CITY's General Plan and on COUNTY'S Highway Plan; and

WHEREAS, it is of general interest to CITY, the City of Pico Rivera, and COUNTY to improve safety and extend the service life of the Slauson Avenue over San Gabriel River bridge; and

WHEREAS, CITY, City of Pico Rivera, and COUNTY propose to seismically retrofit the bridge on the Slauson Avenue over San Gabriel River (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY, the City of Pico Rivera, and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Two Hundred Sixteen Thousand and 00/100 (\$3,216,000.00) with Federal funding reimbursement estimated to be One Million Eight Hundred Thirty-nine Thousand Three Hundred Eleven and 00/100 Dollars (\$1,839,311.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT in the amount of not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00), by depositing Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00).
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), in the amount not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Slauson Avenue over San Gabriel River bridge as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT subject to obtaining CITY's approval as stated in Section 3.c on page 4.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets

or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. Upon completion of PROJECT to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To require construction contract to name CITY as an additional insured for the PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If CITY'S PAYMENT as set forth in paragraph (2) b page 3, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- b. That if CITY'S PAYMENT, as set forth in paragraph (4) a. on page 4, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified

in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

- c. That if CITY'S PAYMENT, as set forth in paragraph (4) on page 4, on , is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- d. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified thirty (30) calendar days prior by written notice.
- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Raymond R. Cruz
City Manager
City of Santa Fe Springs
11710 Telegraph Road
P.O. Box 2120
Santa Fe Springs, CA 90670-2120

COUNTY:

Mr. Mark Pestrella
Director of Public Works
Los Angeles County
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Sections 9607(e) and 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- j. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under

or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- k. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Sections 9607(e) and 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32080 between CITY and COUNTY, adopted by the Board on December 27, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA FE SPRINGS on May 23, 2019, and by the LOS ANGELES COUNTY Board of Supervisors on August 13, 2019.

ATTEST:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors
County of Los Angeles



By Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Julia Weisman
Deputy

COUNTY OF LOS ANGELES

By Jamie Hahn
Chair, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51

AUG 13 2019

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

CITY OF SANTA FE SPRINGS

By Juanita Trujillo
Juanita Trujillo, Mayor

ATTEST:

By Janet Martinez
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By Ivy Tsai
Ivy Tsai, Attorney



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

October 8, 2019

COUNCIL MEMBER REQUESTED ITEM

Discussion of Possible Changes to City Council Meeting Agendas, Including Moving the 7:00 p.m. Portion to An Earlier Time

RECOMMENDATION

- Discuss and provide staff direction regarding possible changes to City Council meeting agendas, including moving the 7:00 p.m. portion to an earlier time.

BACKGROUND

Mayor Trujillo requested this item be placed on the agenda for the City Council to discuss changing the start time for the second portion of City Council meetings from 7:00 to an earlier time. For most meetings, the first portion of the meeting to conduct certain business is often concluded by 6:20 p.m. This results in City Council, Staff, Chamber of Commerce members, residents, and other attendees having to wait a significant period of time for the rest of the meeting to be conducted. In the event the second portion of the meeting was moved to an earlier time and there was insufficient time to complete the earlier items, the remaining items could be moved to the end of the meeting.

Section 30.15(A) of the Santa Fe Springs Municipal Code specifies that regular meetings of the City Council shall begin at 6:00 p.m. but does not require a specific order or timing of agenda items beyond that. This item provides the City Council an opportunity to discuss possible changes to the agenda, including moving the second portion of meetings to an earlier time.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council

ITEM NO. 22A

October 8, 2019

PRESENTATION

Proclaiming October 23 - 31, 2019 "Red Ribbon Week"

RECOMMENDATION

The Mayor may wish to call upon Rick Brown, Family & Youth Intervention Supervisor, to discuss this year's Red Ribbon activities.

BACKGROUND

The Red Ribbon Campaign is held annually to educate families on living healthy drug-free lifestyles. The residential and business communities along with the City and local school districts work together to promote their commitment to a drug-free community. National Red Ribbon Week is celebrated October 23rd through 31st and so we will host our annual community parade on Wednesday, October 23, 2019. This year's parade theme is "*Send A Message. Stay Drug Free.*"

City School District representatives have been invited to tonight's meeting to accept the proclamation.

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

Raymond R. Cruz
City Manager

Attachment
Proclamation

Red Ribbon Week Proclamation

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides; and

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for drugs; and

WHEREAS, the Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug free lifestyles, without illegal drugs or the illegal use of legal drugs; and

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during the month of October;

WHEREAS, the residential and business communities will demonstrate their commitment to drug-free communities and neighborhoods by celebrating in the “*Send A Message. Stay Drug Free.*” community parade commencing on October 23, 2019 at 9:30 a.m.

NOW, THEREFORE, I, Juanita A. Trujillo, MAYOR OF THE CITY OF SANTA FE SPRINGS, do hereby proclaim the week of October 23rd thru October 31st, 2019 as

RED RIBBON WEEK IN THE CITY OF SANTA FE SPRINGS

And encourage all citizens to participate in drug prevention education programs and activities.

Dated this 8th day of October, 2019.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs
City Council Meeting

ITEM NO. 22B

October 8, 2019

PRESENTATION

Recognition of 2018 Citizen of the Year

RECOMMENDATION:

The Mayor may wish to call upon Carolyn Reggio, member of Santa Fe Springs Chamber of Commerce, to assist with this presentation.

BACKGROUND

For the last 54 years, the City of Santa Fe Springs and the Santa Fe Springs Chamber of Commerce have awarded the annual Citizen of the Year Award. This prestigious award recognizes extraordinary volunteers that donate their time and talents to benefit the community. Tonight, the following City residents have been invited to be recognized:

Manuel and Charlotte Zevallos

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

October 8, 2019

PRESENTATION

Proclamation Supporting the Reducing Crime and Keeping California Safe Act of 2020

RECOMMENDATION

Proclaim support for the "Reducing Crime and Keeping California Safe Act of 2020."

BACKGROUND

The California Public Safety Partnership Issues Committee is promoting their "Keep California Safe" initiative, which encourages cities in California to endorse the "Reducing Crime and Keeping California Safe Act of 2020," which is scheduled to appear on the November 2020 ballot. The measure is reportedly narrowly designed to fix specific but serious and dangerous flaws contained in AB 109 and Propositions 47 and 57.

According to the Committee, recent changes to the parole laws allow for reduced penalties and even early release of criminals by the law's failure to define certain crimes as "violent," including individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, and felony domestic violence to name a few. As a result, "nonviolent" offenders can be released earlier. The City of Whittier lost Officer Keith Boyer due to a gang member who was under AB 109's "post-release community supervision" instead of state parole.

The "Keep California Safe" initiative aims to help fix this problem along with addressing the state's serial theft problem, and more. Two years after Proposition 47 passed, while other states saw a decrease in crime, California had the second highest increase in theft and property crimes in the U.S.

The Mayor may wish to call upon the City Clerk to read the proclamation.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2020

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted; and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs hereby supports the Reducing Crime and Keeping California Safe Act of 2020.

October 8, 2019



City of Santa Fe Springs

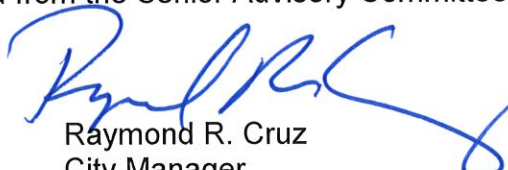
City Council Meeting

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	1	Rodriguez
Historical	3	Mora
Historical	3	Rodriguez
Historical	2	Zamora
Historical	3	Trujillo
Parks & Recreation	3	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	1	Rodriguez
Parks & Recreation	3	Trujillo
Senior	3	Mora
Senior	1	Zamora
Senior	1	Rodriguez
Senior	4	Trujillo
Sister City	1	Mora
Sister City	3	Rodriguez
Sister City	3	Zamora
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	1	Rodriguez

Applications Received: None

Recent Actions: Delia Chavez was removed from the Senior Advisory Committee.


Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

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

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
Mora	Juliet Ray	(20)
	Guadalupe Placencia	(21)
	Francis Carbajal	(20)
	Eileen Ridge	(21)
	Jeannie Hale	(21)
Zamora	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vacant	(21)
	Vacant	(21)
Rounds	Vacant	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(21)
	Vacant	(21)
	Vacant	(21)
Rodriguez	Vacant	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	(21)
	Debra Cabrera	(21)
	Kay Gomez	(20)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., 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
Mora	Martha Villanueva	(20)
	Vacant	(20)
	Miriam Herrera	(21)
Zamora	Gaby Garcia	(20)
	Tina Delgado	(21)
	Gilbert Aguirre	(21)
Rounds	Dolores Duran	(20)
	Janie Aguirre	(21)
	Peggy Radoumis	(21)
Rodriguez	Vacant	(20)
	Elena Lopez	(20)
	Hilda Zamora	(21)
Trujillo	Dolores H. Romero*	(20)
	Laurie Rios	(20)
	Bonnie Fox	(21)

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

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
Mora	AJ Hayes	6/30/2021
Zamora	Larry Oblea	6/30/2020
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021

Committee Representatives

Beautification Committee	Jacqueline Martinez	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	Bill Rounds
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

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
Mora	Vacant	(20)
	Tony Reyes	(20)
	Vacant	(21)
	Vacant	(21)
Zamora	Francis Carbajal	(21)
	Vacant	(21)
	Vacant	(20)
	Larry Oblea	(20)
Rounds	Linda Vallejo	(20)
	Adrienne Matte	(20)
	Mark Scoggins*	(21)
	Jeannette Lizarraga	(21)
Rodriguez	Vacant	(20)
	Vacant	(21)
	Vacant	(20)
	Sally Gaitan	(21)
Trujillo	Vacant	(20)
	Vacant	(20)
	Merrie Hathaway	(21)
	Vacant	(21)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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
Mora	Joe Avila	(20)
	Adrian Romero	(21)
	William Logan	(21)
	Ralph Aranda	(21)
	Kurt Hamra	(21)
Zamora	Michael Givens	(20)
	Vacant	(20)
	Frank Aguayo, Sr.	(20)
	Vacant	(21)
	Vacant	(21)
Rounds	Kenneth Arnold	(20)
	Mary Anderson	(20)
	Vacant	(20)
	Tim Arnold	(21)
	Mark Scoggins*	(21)
Rodriguez	Vacant	(20)
	Priscilla Rodriguez	(20)
	Lisa Garcia	(21)
	Sylvia Perez	(20)
	David Diaz-Infante	(21)
Trujillo	Dolores Romero	(21)
	Andrea Lopez	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(20)

**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

Mora

Ken Arnold

Rounds

Ralph Aranda

Rodriguez

Francis Carbajal

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., 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
Mora	Paul Nakamura	(20)
	Astrid Shesterkin	(21)
	Vacant	(21)
	Vacant	(20)
	Vacant	(20)
Zamora	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Josefina Lara	(20)
	Amelia Acosta	(21)
	Vacant	(21)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(21)
	Lorena Huitron	(21)
	Janie Aguirre	(21)
Rodriguez	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(21)
	Martha Villanueva	(20)
	Vacant	(20)
Trujillo	Eduardo Duran	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

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
Mora	Martha Villanueva	(20)
	Vacant	(20)
	Laurie Rios	(21)
	Peggy Radoumis	(21)
	Francis Carbajal	(21)
Zamora	Charlotte Zevallos	(20)
	Vacant	(20)
	Vacant	(21)
	Doris Yarwood	(21)
	Vacant	(21)
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(20)
	Vacant	(20)
	Vacant	(21)
Rodriguez	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Beverly Radoumis	(20)
	Andrea Lopez	(20)
	Vacant	(21)
	Marcella Obregon	(21)
	Vacant	(21)

**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

Mora

Bryan Collins

Rounds

Johana Coca

Rodriguez

Felix Miranda

Trujillo

Linda Vallejo

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

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
Mora	Kharisma Ruiz	(20)
	Destiny Cornejo	(21)
	Zachary Varela	(20)
	Jazmine A. Duque	(21)
Zamora	Joseph Casillas	(20)
	Savanna Aguayo	(21)
	Valerie Melendez	(21)
	Christian Zamora	(21)
Rounds	Abraham Walters	(21)
	Aaron D. Doss	(21)
	Vacant	
	Vacant	
Rodriguez	Angel M. Corona	(21)
	Jasmine Rodriguez	(21)
	Vacant	
	Jennifer Centeno Tobar	(21)
Trujillo	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)