

## AGENDA

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

> October 24, 2019 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

John Mora, Council Member Annette Rodriguez, Council Member Joe Angel Zamora, Council Member 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. <u>Americans with Disabilities Act:</u> 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.

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

	City of Santa Fe Springs Regular Meetings October 24, 2019
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 PUBLIC FINANCING AUTHORITY
3.	<ul> <li>CONSENT AGENDA Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.</li> <li>a. Minutes of the September 26, 2019 Public Financing Authority (City Clerk) Recommendation: <ul> <li>Approve the minutes as submitted.</li> </ul> </li> <li>b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance) Recommendation: <ul> <li>Receive and file the report.</li> </ul> </li> </ul>
4.	WATER UTILITY AUTHORITY         CONSENT AGENDA         Consent Agenda items are considered routine matters which may be enacted by one motion and vote.         Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.         a.       Minutes of the September 26, 2019 Water Utility Authority (City Clerk)         Recommendation:         •       Approve the minutes as submitted.         b.       Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)         Recommendation:         •       Receive and file the report.         c.       Status Update of Water-Related Capital Improvement Projects (Public Works)         Recommendation:         •       Receive and file the report.

# HOUSING SUCCESSOR

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 26, 2019, Housing Successor (City Clerk) Recommendation:

• Approve the minutes as submitted.

#### SUCCESSOR AGENCY

#### 6. CONSENT AGENDA

5.

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 26, 2019, Successor Agency (City Clerk) Recommendation:

• Approve the minutes as submitted.

#### **CITY COUNCIL**

#### 7. CONSENT AGENDA

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

- a. <u>Minutes of the September 26, 2019 Regular City Council Meeting (City Clerk)</u> **Recommendation:** 
  - Approve the minutes as submitted.
- b. <u>Request for a Leave of Absence (City Clerk)</u> **Recommendation:** 
  - Approval of Francis Carbajal's request for a three (3) month leave of absence from the Beautification, Heritage Arts, and Sister City Advisory Committees.
- c. <u>Painter Avenue Street Improvements Final Payment (Public Works)</u> **Recommendation:** 
  - Approve the Final Payment (less 5% Retention) to Sequel Contractors of Santa Fe Springs, California in the amount of \$516,351.58 for the subject property.

#### **NEW BUSINESS**

8.

Ann Street Improvements – Authorization to Re-advertise for Construction Bids (Public Works)

#### Recommendation:

• Approve the Plans and Specifications; and

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	<ul> <li>Authorize the City Engineer to advertise for construction bids.</li> </ul>
9.	<ul> <li><u>Marquardt Avenue 16" Water Main Relocation – Authorization to Advertise for Construction</u> <u>Bids (Public Works)</u></li> <li><b>Recommendation:</b> <ul> <li>Approve the Plans and Specifications; and</li> <li>Authorize the City Engineer to advertise for construction bids.</li> </ul> </li> </ul>
10.	<ul> <li><u>Approve Instructional Service Agreement between Rio Hondo Community College and Department of Fire-Rescue (Fire)</u></li> <li><u>Recommendation:</u> <ul> <li>Approve a three-year Instructional Service Agreement with Rio Hondo Community College District on behalf of the Department of Fire-Rescue; and</li> <li>Authorize the Fire Chief to execute the Agreement.</li> </ul> </li> </ul>
11.	<ul> <li><u>Washington Boulevard Coalition: Approval of Memorandum of Understanding for Eastside</u> <u>Transit Corridor Phase 2 (Planning)</u></li> <li><b>Recommendation:</b> <ul> <li>Approve the Washington Boulevard Coalition Memorandum of Understanding; and</li> <li>Authorize the City Manager to execute the Memorandum of Understanding.</li> </ul> </li> </ul>
12.	<u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</u> (Pursuant to California Government Code Section 54956.9(d)(1)) Case Information: CalPERS Case No. 2017-0586 and also identified by Office of Administrative Hearings (OAH) Case No. 2017120843 Items 13 – 22 will occur in the 6:30 p.m. hour.
13.	INVOCATION
14.	PLEDGE OF ALLEGIANCE
15.	<ul><li>INTRODUCTIONS</li><li>Representatives from the Chamber of Commerce</li></ul>
16.	ANNOUNCEMENTS
17.	CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
18.	<ul> <li>PRESENTATIONS</li> <li>a. Recognition of Whittier Police Captain Mike Davis and Introduction of Whittier Police Captain Kent Miller</li> <li>b. Presentation from Tammy Murray, Relay for Life Chairperson</li> <li>c. Introduction of Public Works New Employee, Don Nguyen, Water Supervisor</li> <li>d. Presentation by the Los Angeles County Economic Development Corporation</li> </ul>

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("LAEDC") for a Most Business Friendly City Award Finalist plaque by Joseph J. Torres, Area Director for the Los Angeles County Economic Development Corporation

- **19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS** a. Advisory Committee Appointments
- 20. ORAL COMMUNICATIONS
- 21. COUNCIL COMMENTS

#### 22. ADJOURNMENT

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

Janet Martinez, CMC City Clerk October 17, 2019 Date

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

## City of Santa Fe Springs

ITEM NO. 3B

Public Financing Authority Meeting

October 24, 2019

#### CONSENT CALENDAR

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

#### RECOMMENDATION

Receive and file the report.

#### BACKGROUND

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

<u>Consolidated Redevelopment Project 2006-A Tax Allocation Bonds</u> Financing proceeds available for appropriation at 9/30/19 Outstanding principal at 9/30/19 \$38,7

None \$38,140,344

#### Bond Repayment

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

#### Unspent Bond Proceeds

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

#### 2016 Bond Refunding

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

#### 2017 Bond Refunding

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

For

Raymond R. Cruz City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: October 16, 2019

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

## City of Santa Fe Springs

**ITEM NO. 4B** 

Water Utility Authority Meeting

October 24, 2019

#### CONSENT CALENDAR

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

#### RECOMMENDATION

Receive and file the report.

#### BACKGROUND

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

<u>Water Revenue Bonds, 2013</u> Financing proceeds available for appropriation at 9/30/19 Outstanding principal at 9/30/19	None \$6,890,000
Water Revenue Bonds, 2018	

Financing proceeds available for appropriation at 9/30/19 Outstanding principal at 9/30/19

None \$1,425,000

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

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

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

Water Utility Authority Monthly Report

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

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For

Raymond R. Cruz City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: October 16, 2019

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### City of Santa Fe Springs

#### **ITEM NO. 4C**



Water Utility Authority Meeting

October 24, 2019

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

Receive and file the report.

#### BACKGROUND

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

#### Water Well No. 12 – Packer Testing and Installation

At their March 28, 2019, meeting, the Water Utility Authority (WUA) awarded a contract to Best Drilling and Pump, Inc. (Best Drilling) from Colton, California in the amount of \$452,000 for the Water Well No. 12 Packer Testing project. The Water Well No. 12 packer testing and installation began on May 7, 2019.

The objective of installing a packer was to segregate groundwater zones consisting of low-quality water where contaminants of concern exceed maximum contaminant levels. Evaluation of the packer testing results indicates that the installation of a permanent packer would not address the elevated temperature, color, pH, and total dissolved solids concentrations at Water Well No. 12.

Unfortunately, the determination is that Water Well No. 12 in its entirety consists of elevated color and total dissolved solids concentrations that exceed the maximum contaminant levels, with iron concentrations also being on the brink of exceeding the maximum contaminant levels. Consequently, for Water Well No. 12 to supply adequate drinking water, a treatment system is required.

Staff anticipates discussing Water Well No. 12 in further detail during the Study Session and will seek direction from the Council on how to proceed.

#### FISCAL IMPACT

Water Well No. 12 Packer Testing and Installation is fully funded from the Water CIP Fund.

#### **INFRASTRUCTURE IMPACT**

The production of quality water from Water Well No. 12 will provide a cost-effective option which is imperative to meeting the City's water needs.

For Raymond R. Cruz Executive Director

<u>Attachments:</u> None

Report Submitted By:

Noe Negrete // Director of Public Works Date of Report: October 17, 2019

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

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

## City of Santa Fe Springs

**ITEM NO. 7A** 

**City Council Meeting** 

October 24, 2019

#### **CONSENT AGENDA**

Minutes of the September 26, 2019 Regular City Council Meetings

#### RECOMMENDATION

• Approve the minutes as submitted.

#### BACKGROUND

Staff has prepared minutes for the following meetings:

• September 26, 2019

Staff hereby submits the minutes for Council's approval.

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Raymond R. Cruz **City Manager** 

Attachment: 1. Minutes for September 26, 2019

**APPROVED:** 



#### MINUTES OF THE MEETINGS OF THE CITY COUNCIL

#### September 26, 2019

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

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

#### Members absent: None

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

#### PUBLIC FINANCING AUTHORITY

#### 3. CONSENT AGENDA

- a. <u>Minutes of the August 22, 2019 Public Financing Authority (City Clerk)</u> **Recommendation:** 
  - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa</u> <u>Fe Springs Public Financing Authority (PFA) (Finance)</u> **Recommendation:** 
  - Receive and file the report.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve Item No. 3A and 3B, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

#### WATER UTILITY AUTHORITY

#### 4. CONSENT AGENDA

- a. <u>Minutes of the August 22, 2019 Water Utility Authority Meeting (City Clerk)</u> **Recommendation:** That the Water Utility Authority:
  - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa</u> <u>Fe Springs Water Utility Authority (WUA) (Finance)</u> **Recommendation:** That the Water Utility Authority:

- Receive and file the report.
- c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u> **Recommendation:** That the Water Utility Authority:
  - Receive and file the report.

It was moved by Council Member Mora, seconded by Council Member Zamora, to<br/>approve Item No. 4A, 4B, & 4C, by the following vote:Ayes:Mora, Rodriguez, Zamora, Rounds, TrujilloNayes:NoneAbsent:None

#### HOUSING SUCCESSOR

#### 5. CONSENT AGENDA

Minutes of the August 22, 2019 Housing Successor (City Clerk) **Recommendation:** That the Housing Successor:

• 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 **Nayes:** None

Absent: None

#### SUCCESSOR AGENCY

#### 6. CONSENT AGENDA

Minutes of the August 22, 2019 Successor Agency (City Clerk) Recommendation: That the Successor Agency:

• Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

#### 7. CLOSED SESSION

REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

**Property:** properties located at the southwest corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director Negotiation Parties: Maverick Natural Resources, LLC

Under Negotiation: Price and Terms for the Sale of Property

Item No. 7 was not discussed.

#### **CITY COUNCIL**

#### 8. 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. <u>Minutes of the August 22, 2019 Regular City Council Meeting (City Clerk)</u> **Recommendation:** That the City Council:
  - Approve the minutes as submitted.
- b. <u>General Motion to Waive Full Reading and Approve Ordinance by Title Only</u> <u>Pursuant to California Government Code Section 36934 (City Clerk)</u> **Recommendation:** That the City Council:
  - Approve a general motion to waive full reading and approve Ordinance by title only pursuant to California Government Code Section 36934.
- c. <u>Second Reading of Ordinance No. 1106 An Ordinance of the City of Santa Fe</u> <u>Springs Amending Section 31.13 (Powers and Duties) of Chapter 31 (City Officials</u> <u>and Employees) to Provide for Signature Authority (City Attorney)</u> **Recommendation:** That the City Council:
  - Read by title only, waive further reading and adopt Ordinance No. 1106.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to approve Item No. 8A, 8B, and 8C, by the following vote: **Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves: None

Absent: None

#### **NEW BUSINESS**

9. <u>Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs</u> Park, and Little Lake Park) – Award of Contract (Public Works)

#### **Recommendation:**

- Accept the bids; and
- Award a contract to Trueline Construction and Surfacing, Inc., of Corona, California, in the amount of \$69,979.32.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to accept the bids, and award a contract to Trueline Construction and Surfacing, Inc., of Corona, California, in the amount of \$69,979.32, by the following vote:

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

Minutes of the September 26, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

### 10. <u>Revised Three-Year Street Improvement Plan (Public Works)</u>

#### **Recommendation:**

• Revise and adopt the Third Year project list of the Three-year Street Improvement Plan as recommended by the Capital Improvement Plan (CIP) Subcommittee.

It was moved by Council Member Zamora, seconded by Council Member Mora, to revise and adopt the Third Year project list of the Three-year Street Improvement Plan as recommended by the Capital Improvement Plan (CIP) Subcommittee, by the following vote:

Ayes:Mora, Rodriguez, Zamora, Rounds, TrujilloNayes:NoneAbsent:None

Mayor Pro Tem Rounds and Director of Public Works Noe Negrete commented that certain streets – including Los Nietos Road – were added to the revised list after being held off due to length of roadway and high cost to construct. The streets that were included also have high volume of cars that pass through them.

11. <u>Consideration of a Master License Agreement with New Cingular Wireless PCS, LLC (AT&T) for Wireless Telecommunications Facilities on City-owned Streetlight Poles (Planning)</u>

#### **Recommendation:**

- Find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities; and
- Authorize the City Manager to execute all subsequent License Agreements.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt, and to authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities, and to authorize the City Manager to execute all subsequent License Agreements, by the following vote:

Ayes:Mora, Rodriguez, Zamora, Rounds, TrujilloNayes:NoneAbsent:None

12. <u>Authorize the Director of Planning to Release a Request for Proposal of the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulation to Reflect New General Plan Policies</u>

Minutes of the September 26, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

#### (Planning)

#### **Recommendation:**

Authorize the Director of Planning to Release a Request for Proposal (RFP) to Provide Services for the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulations to Reflect New General Plan Policies.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to authorize the Director of Planning to Release a Request for Proposal (RFP) to Provide Services for the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulations to Reflect New General Plan Policies, by the following vote:

Ayes:Mora, Rodriguez, Zamora, Rounds, TrujilloNayes:NoneAbsent:None

**13.** Execute a "Software as a Service" (SaaS) Agreement with Tyler Technologies for the DHD System Used for Data Related to Fire Prevention and Environmental Protection Program Administration (Fire)

#### **Recommendation:**

• Authorize the Mayor to execute the SaaS agreement with Tyler Technologies for the use of the DHD System.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to authorize the Mayor to execute the SaaS agreement with Tyler Technologies for the use of the DHD System, by the following vote:

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

#### Mayor Trujillo recessed the meetings at 6:06 p.m.

Mayor Trujillo convened the meeting at 7:00 p.m.

#### 14. INVOCATION

Invocation was led by Council Member Rodriguez.

#### 15. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

#### 16. INTRODUCTIONS

• Representatives from the Chamber of Commerce: Kathy Fink, CEO and Jennifer Bevington from Double Tree.

#### 17. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Disco Dance Friday, September 27, 9:00am to 12:00pm
- The Shadow of the Raven Friday, October 4, 7:00pm
- Star Wars Reads Day Saturday, October 5, 2:00pm to 4:00pm

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

- City Manager, Raymond Cruz spoke about Captain Mike Davis retiring, and Chief Piper appointing Kent Miller to the new position. Chief Piper will be introducing Captain Miller at the October 24, 2019 meeting. He also spoke about having the Hawaiian luau luncheon for Relay for Life and highlighted the executive team's cooking. He reminded everyone that the Relay for Life event will be held tomorrow, September 27, 2019.
- Director of Public Works Noe Negrete spoke about having some paving done on Santa Fe Springs Road, where the final paving will be done on Sunday. That would be the temporary solution to the project. He met with the gas company to discuss the long-term solution for the project. He also provided an update to the Greenstone Ave project. He also spoke about the BNSF Triple Track Project and noted the project went longer than anticipated. He noted that the road was open again on Tuesday at 5am. He noted that on Valley View Ave and Firestone Blvd will be closing the road on October 3<sup>rd</sup> at 8pm. They are scheduled to open the road on Monday afternoon. He added they are trying to raise the road and work on some utility work to raise the bridge and demolish the old one. Lastly, he spoke about working with Starbucks across the street to improve on the headlights that face the homes.
- Director of Planning, Wayne Morrell spoke about the annual homeless count. He also spoke about the Bellflower article regarding the lawsuit in Orange County to shelter homeless people. He spoke about the surveys at the counters for the public providing feedback on staff. Lastly, he spoke about the "America's Job Center" Recruitment Event that was held on Tuesday, September 12<sup>th</sup>.
- Director of Police Services, Dino Torres spoke about the last block party that was held at Los Nietos Park, from 12-2pm on Saturday, September 21. He also spoke about "Coffee with a Cop" on October 2, 2019 from 8am to 9:30 a.m. Lastly, he spoke about the homeless encampment cleanup on Pioneer Blvd near Mersin PI that was completed several weeks ago. He showed some pictures comparing the site before and after the cleanup.
- Fire Chief, Brent Hayward spoke about the Relay for Life event scheduled for tomorrow.

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- Director of Technology Services, Alex Tong spoke about the Finance Department raising over \$1,500.00 for Relay for Life. He also spoke about Natalie Ceballos, I.T. Technician leaving to the Chino Valley Fire District starting in October.
- Library Services Director, Joyce Ryan spoke about the annual "Fiestas Patrias" event. She also spoke about the All-Day Retreat for the Youth Leadership Committee on Saturday, September 14. Lastly, she spoke about the Eagle Scout Project.

#### 19. PRESENTATIONS

- a. Proclaiming the month of October 2019 as "Breast Cancer Awareness Month"
- b. Proclaiming October 6-12, 2019 as "Fire Prevention Week"
- c. Proclaiming the month of October 2019 as "National Community Planning Month"
- d. Proclaiming October 2, 2019 as "Walk to School Day"

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

a. Advisory Committee Appointments

No appointments were made.

#### 21. ORAL COMMUNICATIONS

• John Gonzalez spoke.

#### 22. COUNCIL COMMENTS

Council Member Mora praised the Abigail Barraza Foundation's support that they provide to the community. He also spoke about the great food provided at each fundraiser and told the audience to look forward to the winter festivities.

Council Member Rodriguez thanked Police Services Director Dino Torres, Darryl Pedigo, and the Whittier PD for the Block Party at Los Nietos Park. She thanked the seniors for volunteering. She also spoke about the BBQ Public Works had for Relay for Life fundraisings. She thanked Kathie Fink for the Women in Business event held today. Lastly, she spoke about Scott Radcliffe and thanked Captain Mike and Chief Piper.

Council Member Zamora spoke about Scott Radcliffe, Relay for Life and how all the departments were involved in raising money.

Mayor Pro Tem Rounds thanked Scott Radcliffe for all he provided to the city. He also spoke about the Relay for Life event and thanked everyone for their contributions.

Mayor Trujillo spoke about Relay for Life, acknowledged everyone that has participated and supported; acknowledged Scott Radcliffe. She thanked Natalie Ceballos and mentioned that she would be missed. Lastly, she spoke about the issue that was brought forward during Oral Communications with the resident about the Starbucks and also meeting with State Senator Bob Archuleta requesting a wish list from the City for improvements that are needed within the city.

#### 23. ADJOURNMENT

Minutes of the September 26, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

Mayor Trujillo adjourned the meeting at 8:11pm in memory of former Public Works Employee Leo James whom passed away on August 8<sup>th</sup> and longtime resident Eloise Gibson.

Juanita Trujillo Mayor

ATTEST:

Date

Janet Martinez City Clerk

### City of Santa Fe Springs

**ITEM NO. 7B** 



**City Council Meeting** 

October 24, 2019

CONSENT AGENDA

Request for a Leave of Absence

#### RECOMMENDATION

 Approval of Francis Carbajal's request for a three (3) month leave of absence from the Beautification, Heritage Arts and Sister City Advisory Committees.

#### BACKGROUND

Due to health reasons, Francis Carbajal has requested a three (3) month leave of absence from the following Committees:

Beautification Advisory Committee Heritage Arts Advisory Committee Sister City Advisory Committee

Although the City Council adopted Bylaws for these committees only requires City Council approval of long-term absences six months or greater, they also provide that a committee member's seat will be deemed vacant after absences from three consecutive meetings or a total of five meetings per fiscal year. Therefore, Ms. Carbajal is requesting excusal from meeting attendance for a three-month period.

hp

GIN

Raymond R. Cruz City Manager

Attachment 1. Letter Hello Janet,

I'd like to request a three month excused absence from my committees please.

I was just released from the hospital last night after six days. I'm going to need daily home health care for my right foot and really can't worry about making it to the meetings.

Please advise what else I might need to do for this request.

Thank you. Francis Carbajal

Sent from my T-Mobile 4G LTE Device

#### ITEM NO. 7C

### City of Santa Fe Springs

City Council Meeting

October 24, 2019

#### CONSENT AGENDA

Painter Avenue Street Improvements - Final Payment

#### RECOMMENDATION

 Approve the Final Payment (less 5% Retention) to Sequel Contractors of Santa Fe Springs, California in the amount of \$516,351.58 for the subject project.

#### BACKGROUND

The City Council, at their meeting of June 13, 2019, awarded a contract to Sequel Contractors, of Santa Fe Springs, California in the amount of \$555,434.00 for the above-referenced project. The Painter Avenue Street Improvements project is from Florence Avenue to Lakeland Road and 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 increases 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 payment detail, see Attachment No. 1, represents the Final Payment (less 5% Retention) due per terms of the contract for the work, which is complete and found to be satisfactory.

#### FISCAL IMPACT

The final construction cost is \$543,527.98 and represents a savings of approximately \$12,000. The final project cost includes construction, engineering, inspection, and contingency and is within the budgeted amount of \$780,000.

Raymond R. Cruz City Manager

<u>Attachments:</u> Attachment No. 1: Final Payment Detail

Report Submitted By:

Noe Negrete Director of Public Works

AN

Date of Report: October 17, 2019

	Payment Jetail: PAINTER AVENUE STREET IMPROVEMENTS				contractor: Sequel contractors inc. 13546 Imperial Highway	13546 I	sequel contractors inc. 13546 Imperial Highway	ay ay			Final Payment:	<b>₽</b>	00.100,010
4	(Fiorence Avenue to Lakeland Road)					Santa F	Santa Fe Springs, CA 90670		0 - 14 F P			atod To	1040
	Description	Quantity	Units		Contract Unit Price		Total	Completed I nis Period Quantity Amo		Amount	Quantity	ity Amo	Amount
i ž	contract Work						-		e.				
2	1. Mobilization.	-	LS	\$	25,000.00	\$	25,000.00	100%	Ф	25,000.00	100%	φ	25,000.00
	2. Construction surveying.	-	LS	\$		Ф	12,000.00	100%	ф	12,000.00	100%	\$	12,000.00
at 1	Traffic control.	-	LS	\$	77,000.00	ь	77,000.00	100%	ф	77,000.00	100%	¢	77,000.00
0	Preparation, implementation and modification of the SWPPP.	-	LS	\$	10,000.00	ь	10,000.00	100%	ф	10,000.00	100%	¢	10,000.00
1 = .5	Furnish and install traffic markings, signs, striping, and re- paint red curb.	-	LS	\$	8,000.00	÷	8,000.00	100%	ф	8,000.00	100%	\$	8,000.00
	6. Cold mill existing 3.5" AC pavement.	66,350	ЯF	\$	0.35	Ь	23,222.50	66,072	Ь	23,125.20	66,072	⇔	23,125.20
0	Roadway unclassified excavation.	512	Ş	\$	45.00	Ь	23,040.00	509.81	\$	22,941.45	509.81	¢	22,941.45
	8. Pulverize remaining underlying base, subgrade, and native material to a depth of 12", regrade/compact road bed to a minimum 6" below finished grade and export any surplus		L	•		é	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		e	07 U U	040 99	6	5 016 10
	4	00,300	ኦ	A	£0.0	e l	0.11/6,0	00,07 2	÷	0,040.40	00,012	<del>,</del>	0,040.40
	Construct cement stabilized pulverized base (CSPB) to a minimum 12" depth using 4% cement content. Thoroughly mix, regrade, and compact treated material, trim, moist cure, seal, and microcrack.	66,350	SF	\$	0.80	\$	53,080.00	53,174	\$	42,539.20	53,174	\$	42,539.20
5	10. Construct 3" type III C3 PG 64-10 asphalt concrete.	1,250	TON	\$	70.00	¢	87,500.00	1,452.35	ф	101,664.50	1,452.35	φ	101,664.50
5	Construct 3" asphalt rubber hot mix (ARHM) pavement.	1,250	TON	\$	88.00	¢	110,000.00	1,144.28	ф	100,696.64	1,144.28	\$	100,696.64
1 2	Remove and construct 4" PCC commercial driveway on 6" CMB per City Std. Plan R-6.4D.	2,550	Ъ	s	17.00	÷	43,350.00	2,571.40	φ	43,713.80	2,571.40	ь	43,713.80
	Remove existing and construct new 4" PCC sidewalk, per City Std. Plan R-2.2.	1,320	SF	\$	8.50	\$	11,220.00	886.70	\$	7,536.95	886.70	ф	7,536.95
1	Remove existing and construct PCC curb and gutter on 4" CMB, curb face to match existing.	270	ГĿ	\$	45.00	÷	12,150.00	242	φ	10,890.00	242	ω	10,890.00
1.5	15. Adjust water valve frame and cover to grade.	11	EA	\$	800.00	÷	8,800.00	12	φ	9,600.00	12	φ	9,600.00
1:5	16. Adjust manhole frame and cover to grade.	11	EA	\$	1,100.00	φ	12,100.00	0	φ	9,900.00	0	ω	9,900.00

Page 1 of 2

Payn PAIN (Flore	Payment Detail: PAINTER AVENUE STREET IMPROVEMENTS (Florence Avenue to Lakeland Road)			ö	ontractor: Se 13 Se	Contractor: Sequel Contractors Inc. 13546 Imperial Highway Santa Fe Springs. CA 9	Inc. way 3.4 90670		Final Payment:	/ment: \$		516,351.58
Item		/		Con	Contract	60		Completed This Period		ompleted	Completed To Date	
No.	Description	Quantity	Units	Unit I	Unit Price	Total	Quantity	Amount	Quantity	, v	Amount	ıt
17	17. Furnish and install catch basin United Storm Water Wing- Gate ARS Cover or approved equivalent (sized to fit each unique catch basin) and catch basin stencil.									X		
	A) 29' length.	-	EA	s	6,000.00 \$	6,000.00	-	\$ 6,000.00	1	\$		6,000.00
	B) 13' length.	~	EA	\$	4,000.00 \$	4,000.00	4	\$ 4,000.00	1	\$		4,000.00
	C) 6' length.	-	EA	69	3,000.00 \$	3,000.00	0	۰ ډ	0	\$		ï
	D) 4' length.	~	EA	\$	2,500.00 \$	2,500.00	٢	\$ 2,500.00	1	\$		2,500.00
18.	3. Install traffic loop detectors.	7	EA	\$	500.00 \$	3,500.00	6	\$ 4,500.00	6 0	\$		4,500.00
19	19. Remove and replace damaged irrigation pipes and sprinkler heads.	4	LS	\$	5,000.00 \$	5,000.00	100%	\$ 5,000.00	0 100%	\$		5,000.00
20	20. Repair water service lines.	9	EA	\$	1,500.00 \$	9,000.00	0	•	0	\$		1
				Contra	Contract Total: \$	555,434.00		\$ 532,554.22	8	07	\$ 532,5	532,554.22
ltem				Con	Contract		Completed	Completed This Period	0	ompleted	Completed To Date	
No.	Description	Quantity	Units	Unit	Unit Price	Total	Quantity	Amount	Quantity		Amount	ut
	1. Contract Change Order No.1	-	Ľ.S.	\$ 1	10,973.76 \$	10,973.76	-	\$ 10,973.76	6	\$		10,973.76
	-				\$	10,973.76		\$ 10,973.76	9	\$		10,973.76
						J		Total Completed Items to Date:	ted Items to I		\$ 543,5	543,527.98
					r'		Warrant B	Warrant Billing Period				
CON	CONTRACT PAYMENTS:			Invoic	Invoice Date	Invoice No.	Invoice Due Date	Invoice Pay Date	Amount	t –	Retention Amount	Amount
Total	Total Items Completed to Date:		543,527.98		/2019	Billing #1	10/16/2019	10/31/2019	\$ 516,351.58	51.58 \$		27,176.40
Less	Less 5% Retention:	\$	27,176.40									
Final	Final Payment:	2. \$	516,351.58				Amount	Aci	Account			
						Finance Please Pay:	\$ 516,351.58	PW1	PW190501			
				5%	Retention Col	5% Retention Completed this Period:	\$ 27,176.40	2	205			
				Re	commended	Recommended by Project Manager: Robert Garcia	Robert Garcia	× RIT &	1 1 1 1	10/10/19		
					Appro	Approved by PW Director: Noe Negrete	Noe Negrete	8 11 1	1 4 42	1C42#		
									LI Allal	4		

Page 2 of 2

ITEM NO. 8

## City of Santa Fe Springs

City Council Meeting

October 24, 2019

#### NEW BUSINESS

Ann Street Improvements - Authorization to Re-advertise for Construction Bids

#### RECOMMENDATION

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

#### BACKGROUND

The Ann Street Improvements project encompasses the boundaries from the cul-desac to Sorensen Avenue, and from Sorensen Avenue to Santa Fe Springs Road. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement thereon. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, and 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 for release of their contract for the Ann Street Improvements project. The discovery of a shallow Southern California Gas Company high-pressure gas line within the roadway on Santa Fe Springs Road (the street adjacent to Ann Street) 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.

On October 8, 2019, the City Council approved the termination of the Ann Street Improvements project contract with MK Construction. Staff recommends that the City Council authorize the City Engineer to re-advertise the project for construction bids.

City staff modified the pavement structural section to avoid potential shallow utility infrastructures and yet still provide the necessary strength for the roadway. This results in an overall reduction of original project costs. Staff anticipates a savings of approximately \$148,000. The construction cost estimate for the Ann Street Improvements project is \$552,000. The total project costs include construction, engineering, and inspection and contingency of \$742,000.

The estimate is from the most current costs of similar street rehabilitation projects in the area as follows:

ITEM	<b>A</b>	BUDGET
Construction	\$	552,000
Design	\$	42,000
Engineering	\$	42,000
Inspection	\$	52,000
Contingency	\$	54,000

#### **Total Construction Cost:**

742,000 \$

Report Submitted By:

Noe Negrete Director of Public Works Date of Report: October 15, 2019

Ann Street Improvements -Authorization to Re-Advertise

#### **FISCAL IMPACT**

The Ann Street Improvements Project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$890,340.00, which is sufficient funding for this project.

#### **INFRASTRUCTURE IMPACT**

The Ann Street rehabilitation work will improve the condition of the existing roadway to enhance operational safety and reduce maintenance costs.

For

Raymond R. Cruz City Manager

Attachments: None

Report Submitted By:

Noe Negrete Director of Public Works Date of Report: October 15, 2019

## City of Santa Fe Springs

City Council Meeting

#### **NEW BUSINESS**

<u>Marquardt Avenue 16" Water Main Relocation - Authorization to Advertise for</u> Construction Bids

#### RECOMMENDATION

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

#### BACKGROUND

The Marquardt Avenue 16" Water Main Relocation project encompasses the boundaries from Rosecrans Avenue to 500' south on Marquardt Avenue. The water main relocation project consists of the removal of a portion of an existing 16" potable water main that requires relocation to avoid conflicts with the Rosecrans Avenue/Marquardt Grade Separation project. Specifically, a future SCE steel transmission pole will be installed at this location.

The water main relocation project includes the removal and disposal of interfering portions of an existing 16" water main, furnishing and installing 16" ductile iron pipe, installing a new fire hydrant, along with all shoring required at designated locations per plans. Included in this project is all trenching, trench shoring, and furnishing and installing fittings, valves, all appurtenances, and all pipe pressure testing and disinfection within the project area.

The construction cost estimate for the Marquardt Avenue 16" Water Main Relocation project is \$100,000. The total project costs including construction, engineering and inspection, and contingency are \$130,000.

The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

ITEM	BUDGET
Construction	\$ 100,000
Engineering Oversight	\$ 10,000
Inspection	\$ 10,000
Contingency	\$ 10,000
Total Construction Cost:	\$ 130,000

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

#### **FISCAL IMPACT**

The Marquardt Avenue 16" Water Main Relocation project is approved and funded by Metropolitan Transportation Authority (MTA). The City will be reimbursed for the project costs after the project is complete.

Report Submitted By:

Noe Negrete Director of Public Works

Date of Report: October 16, 2019

Marquardt Avenue 16" Water Main Relocation – Authorization to Advertise

#### **INFRASTRUCTURE IMPACT**

The Marquardt Avenue 16" Water Main Relocation project is part of the utility relocation work for the Rosecrans and Marquardt grade separation project.

Raymond R. Cruz City Manager

For

<u>Attachment:</u> None Page 2 of 2

Report Submitted By:

Noe Negrete Director of Public Works Date of Report: October 16, 2019

#### ITEM NO. 10

### City of Santa Fe Springs

City Council Meeting

October 24, 2019

#### **NEW BUSINESS**

<u>Approve Instructional Service Agreement between Rio Hondo Community College</u> <u>District and Department of Fire-Rescue</u>

#### **RECOMMENDATION(S)**

- Approve a three-year Instructional Service Agreement with Rio Hondo Community College District on behalf of the Department of Fire-Rescue; and
- Authorize the Fire Chief to execute the Agreement.

#### BACKGROUND

Since 2004, the Department of Fire-Rescue and Rio Hondo Community College District have entered into multi-year Instructional Services Agreements and developed a relationship of education, training, and revenue sharing that is returned to the Department for maintenance of training related items, instruction, and equipment.

Instructional Service Agreements (ISA) exist between public agencies and the District to provide specific educational services. In ISAs, the Department establishes a partnership with a community college to obtain college-level training for its employees or members. ISAs are different from contract education, in which a contractor pays the full cost of instruction in a closed class setting, and the District does not receive apportionment. ISAs are often mutually beneficial because the instructional expenses are shared, and students can earn college credit.

As in past practice, and common with most local fire, police, and other public agencies (with different colleges), Santa Fe Springs Fire-Rescue (SFSFR) personnel register with Rio Hondo College and the Department provides the College with a detailed listing of all training that each individual participates in. The student receives college credit for their enrollment, and the College receives apportionment revenue from the State. The District returns a portion of that funding to the Department at a ratio of 35% to the Department and 65% to Rio Hondo College. The College maintains all records of enrollment and grade reporting responsibility for members of the Department.

As an additional benefit, the College registers any other students who are enrolled in classes that are hosted by SFSFR through the State Homeland Security Initiatives Grant Program (SHSGP). This opportunity provides an additional financial return in the way of ISA funding back to the Department.

Annual returns on this agreement vary from year to year and since 2004, but on average, total approximately \$42,000 per year. Funding from this agreement has tremendously benefitted the Department's budget to help offset training costs for materials and classes. A direct budget benefit occurred in FY 2018-19 when the refurbishment of SFSFR's training tower was completed utilizing \$75,000 of these funds for the project and not using the City's general fund. In FY 2019-20, Council

Report Submitted By:

Fire Chief Brent Hayward Department of Fire-Rescue Date of Report: October 17, 2019

#### Approve Instructional Service Agreement with Rio Hondo College and Department of Fire-Rescue

Page 2 of 2

approved \$70,000 towards the construction of an apparatus storage building and workout area that will be completely funded with ISA funds and not affecting the department budget or City general fund. The term of this agreement is October 10, 2019 through October 9, 2022.

#### **FISCAL IMPACT**

No fiscal impact to the City General fund. The agreement is a revenue-sharing agreement that assists in reducing the yearly request for training (instructors, equipment, and materials) from the Department of Fire-Rescue.

#### LEGAL REVIEW

The City Attorney's office has reviewed the Instructional Service Agreement.

GA Raymond R. Cruz

City Manager

Attachment 1. ISA Agreement/Contract

Report Submitted By:

Fire Chief Brent Hayward Department of Fire-Rescue Date of Report: October 17, 2019



#### Rio Hondo Community College 3600 Workman Mill Road Whittier, CA 90601

#### Instructional Service Agreement

This Agreement made and entered Between the **Rio Hondo Community College District**, hereinafter referred to as the "District", and the <u>City of Santa Fe Springs –</u> <u>Fire Department</u> hereinafter referred to as the "City";

#### WITNESSETH:

#### Article I – Recitals

Whereas, the District will provide vocational education programs, for selected eligible students of the District, including <u>City of Santa Fe Springs – Fire Department</u> Employees, through this Agreement. The District has the authority under education code Section 70902 to establish and maintain education and service., Therefore, pursuant to California Education Code Section 8092, Title 5, California Code of Regulations 55600, et seq., the State Plan for Vocational Education, and the Federal Vocational and Applied Technology Education Act, the Rio Hondo Community College District Board of Trustees has determined, by resolution, the appropriateness of offering vocational education programs by contract. The specific courses of this instruction shall be mutually agreed upon, in writing, prior to the beginning of each academic year and shall be filed with this agreement; and

Whereas, in accordance with Education Code Section 78015, the Board of Trustees of the Rio Hondo Community College District, prior to establishing a vocational or occupational training program has conducted a job market study of the labor market area and determined that the results justify this program; and

Whereas, it is mutually agreed that both the City and the District will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance); and

Whereas, the District does hereby certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group; and

Whereas the District and the City desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code Section 81160,

Now and therefore, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

#### Article II – Classes

The courses of instruction and the outlines of record for such courses are described as but limited to:

- A. Wild Land
- B. EMS
- C. Fire Technology

These courses have been approved by the District's curriculum committees as meeting Title 5 course standards and the courses have been approved by the Board of Trustees. Numbers of class hours are sufficient to meet performance objectives. Students may withdraw prior to completion of course or program:

#### Article III – Responsibilities of the District

#### A. Instruction and Curriculum

- 1. The District is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
- 2. The District will provide approved college curriculum for use in instruction provided under this agreement.
- 3. The District has the primary right to control and direct the activities of the instructional staff furnished by the City.
- 4. District will register students and these records shall be available for review at all times.
- 5. Enrollment in the course(s) must be open to any person who has been admitted to the College/District and has met any applicable prerequisites (Title 5 Sections 51006 and 58106).
- 6. The District policy on open enrollment is published in the college catalogue, schedule of classes, and any addenda to the schedule of classes along with a description of the course and information about whether the course is offered for credit and is transferable (Title 5 Sections 51006 and 55005).
- 7. Degree and certificate programs are approved by the State Chancellor's Office and courses that make up the programs are part of the approved programs, or the College/District has received delegated authority to separately approve those courses locally.
- 8. Records of student attendance and achievement will be submitted to and maintained by the District. Records will be open for review at all times by officials of the College/District and submitted on a schedule developed by the District.

- 9. Instruction to be claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in vocational subject for a California Community College (Title 5, Section 58058).
- 10. Where the City's Instructor is not a paid employee of the District, the District shall demonstrate control through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
- 11. The District shall provide the City with list of minimum qualifications for instructors teaching the courses covered by this Agreement and that the qualifications are consistent with requirements in other similar courses given at the District.

#### Article IV – Responsibilities of City

#### A. Instruction and Curriculum

- 1. All courses are open to enrollment by any student who has been admitted to the District subject to facility or other proper limitations on enrollment.
- 2. The City will maintain current accurate records of student attendance and progress, and consents to inspection by authorized representatives of the District, the California Community College Board of Governors, the Bureau of School Approval and other persons or entities as required by law.
- 3. All courses under this Agreement will meet applicable State Criteria and standard and/or approval.
- 4. The City shall organize and provide class schedules, monitor students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience.
- 5. The City will provide instruction for students using approved curriculum provided by the District.
- 6. The City will require instructors to complete any training mandated by the State of California for instructor credentialing.
- 7. The City will provide but not be limited to guest lecturers, equipment, materials, day-to-day management support and other related services necessary to conduct these continuing education classes.
- 8. Where the instructor is not a paid employee of the District, the City instructor will meet the appropriate qualifications as determined by the Rio Hondo Community College District. The District has the primary right to control and direct the instructional activities of the instructor.

NOTE: The District will demonstrate control and direction through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus. (Instructor may be required to sign a separate contract stating that the District has primary right to control and direct the instructor's activities as they relate to this Agreement).

- 9. The City shall provide clerical support to maintain training records.
- The City shall assist the District with student registration procedures, associated paperwork, and other support services to adequately manage and control the course curricula and <u>City of Santa Fe Springs</u> <u>– Fire Department</u> student population.
- 11. The City shall provide funds for and administer instructor workshops. The City's financial resources are adequate to ensure operation for the duration of this Agreement, and the City on a basis of sound administrative policies and adhere to Rio Hondo Community College District's compliance with State Regulations: Titles VI and 1964; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1990, and does not discriminate on the basis of race religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, ethnic group identification, sexual orientation or status as a Vietnam-era veteran, in any of its policies, procedures, or practices.
- 12. City employment of instructional aids. Such personnel will be responsible for assisting instructors and placing all classroom equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the classroom area to a neat and orderly condition and in the return of equipment, and surplus materials to the proper storage areas after classes.
- 13. The City and all of the City's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

### B. Facilities, Equipment and Supplies

- 1. The City shall provide and maintain classroom space at various facilities for use as off-campus sites by the District for mutually agreed upon courses to be provided to <u>City of Santa Fe Springs Fire Department</u>.
- 2. If said facilities are off-campus, they are hereby designated as offcampus facilities pursuant to Labor Code Section 3074.
- 3. Courses must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5).
- 4. If the classes are to be located outside the boundaries of the District, the District must comply with the requirement of Title 5, Sections 55230 through 55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.
- 5. The City physical facilities meet requirements for state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance.
- 6. The City shall provide instructional supplies and materials.

#### Article V – General Provisions

- A. This Agreement shall commence with the regular school term starting October 10, 2019 and ending October 9, 2022.
- B. This Agreement may be terminated by the other party providing a minimum sixty (60) Days written notice of their intent to terminate or not to renew the agreement. Renewal is subject to the terms of Paragraph V.H. below.
- C. It is agreed that the City or any employee or agent of the City is acting as an independent City and not as an agent or employee of the District. The City shall be solely responsible for the salaries and other benefits including Liability Insurance, Workers' Compensation Insurance and or any other insurance coverage for personnel, cadets and students.
- D. Neither the District nor the City receives full funding for the instruction from the State or other sources. It is the intent of this Agreement that the District and the City combine their resources to provide the instruction that would not have been possible but for the combination of resources. The funds received/paid by either party under this Agreement must be more than a trivial amount used to augment the instruction program.
- E. The District shall pay the City on an <u>annual</u> basis. The City shall submit and certify <u>annual</u> statement and billing to the District, including a daily tally of certified training attendance hours by individual student enrollment utilizing the College/District Attendance and Training Report Forms. The per-student amount shall not exceed the total direct and indirect costs to provide the same training in the District. There shall be no additional tuition charged for any program included in the Agreement. Students must be certified to the District for attendance purposes during the preceding quarter at the City's place of instruction, be in good standing at the College/District, and demonstrate satisfactory progress in the coursework.
- F. The District will split credit and/or non-credit apportionment revenue received for this program from the State whereby:
  - 1. 35% will go to the City and 65% will go to the District. Payments under this apportionment will be made to the City of Santa Fe Springs.
- G. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City without the prior written consent of both parties.
- H. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon giving notice referred to in Paragraph V.B., above. Such notice shall be personally served or given in the United States Mail.

- 1. Emergency conditions resulting from acts of GOD.
- 2. Non-performance of the terms of this Agreement
- I. It is agreed that the District will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide the City with a statement of earnings at the end of each calendar year.
- J. The City certifies that the City is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation. The City shall provide workers' compensation and professional liability insurance or self-insure its services.
- K. The City shall indemnify, and hold harmless the District and its agents, servants and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort arising out of, or in any manner connected with the performance by the City of any services hereunder, and the City shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax law, or any disability or unemployment law, or retirement contributions of any sort whatever, concerning the City or any employee or agent thereof, and shall further indemnify and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with the City's performance under this agreement, except to the extent caused by the negligent or wrongful acts or omissions of the District, its employees or agents.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written below.

#### DISTRICT

Rio Hondo Community College District 3600 Workman Mill Road Whittier, CA 90601 CITY

City of Santa Fe Springs - Fire Department 11710 Telegraph Road Santa Fe Springs, CA90670-3679

EIN (Employer Identification No.)

Signed \_\_\_\_\_

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

Title:

Date \_\_\_\_\_

Arturo Reyes

Signed

Date
------

RHCCD Board Approval: <u>10/09/2019</u>

Superintendent/President

### ITEM NO. 11

### City of Santa Fe Springs

October 24, 2019

City Council Meeting

### **NEW BUSINESS**

Washington Boulevard Coalition: Approval of Memorandum of Understanding for Eastside Transit Corridor Phase 2

#### RECOMMENDATIONS

- Approve the Washington Boulevard Coalition Memorandum of Understanding; and
- Authorize the City Manager to execute the Memorandum of Understanding.

### BACKGROUND

The Los Angeles County Metropolitan Authority (Metro) is preparing a Supplemental/Recirculated Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Eastside Transit Corridor Phase 2 Project. The proposed Project would extend the Metro Gold Line, a light rail transit (LRT), from its current terminus at Atlantic Station, at Pomona Boulevard and Atlantic Boulevard, in the unincorporated area of East Los Angeles to South El Monte via State Route 60 (SR-60) and/or Whittier along Washington Boulevard. The extension would serve the cities and communities of Commerce, Montebello, Monterey Park, Pico Rivera, Rosemead, Santa Fe Springs, South El Monte, and Whittier, and unincorporated areas of Los Angeles County, which include East Los Angeles and West Whittier-Los Nietos.

Four (4) Alternatives are being studied as part of the Supplemental/Recirculated EIS/EIR:

- No Build
- SR-60
- Washington Boulevard
- Combined

The SR-60, Washington Boulevard, and Combined Alternatives will also explore opportunities for first/last mile improvements and transit-oriented communities. As part of these efforts, Metro conducted scoping meetings to receive formal comments on the scope of the Supplemental/Recirculated Draft EIS/EIR in June 2019. Metro anticipates releasing the draft environmental document for public review and comment in 2021, followed by public hearings in the project area to gather community input and comments on the draft environmental document. In the meantime, Metro's project team will continue to engage the community through information sessions, tours, among other community events and activities in the coming months to continue to gather feedback about the project.

In May 2017, Metro completed the Eastside Transit Corridor Phase 2 Technical Study, at which time the Metro Board directed the re-initiation of the environmental review process to assess the benefits and impacts of a 60 Freeway alternative, the Washington Boulevard alternative, and a combined alternative.

A broad stakeholder coalition, which includes employers, educators, community members, health care providers and local governments, has coalesced to advocate for the Washington Boulevard alignment in the upcoming extension of the Metro Gold Line light rail segment. Presently, Council Member John Mora serves on the City's Ad Hoc Committee for the Gold Line.

Leading the Coalition are the four cities along the route: Santa Fe Springs, Whittier, Pico Rivera and Commerce. The cities support the Washington Boulevard alignment for the following reasons:

- It best supports regional land use objectives
- It is projected to have the highest number of riders
- It provides transit to the highest number of low income households and seniors
- It provides services to the most transit-dependent populations
- It allows the greatest overall user benefit hours
- It connects communities by linking regional employment, education, shopping, healthcare and homes
- It provides an environmentally-friendly alternative to the detrimental impacts of freeway commuting and congestion and is an investment in a traditionallyunderserved region

At their September 26, 2019 City Council meeting, Montebello voted to join the Washington Boulevard Coalition of cities supporting the Washington Boulevard alignment. This was a reversal, because prior to this decision, Montebello was a member of the SR-60 Coalition advocating for the Gold Line Eastside extension alignment, which would follow the 60 Freeway from East Los Angeles to South El Monte.

### DISCUSSION

As the activities of the Coalition have progressed, a need for closely coordinated responses, advocacy, and monitoring has arisen. The attached Memorandum of Understanding memorializes the key principles that unite the cities in the Coalition. As the lead land use agencies along the alignment, the cities will play a key role in ensuring which alternative is constructed. Among the activities that will be possible following adoption of the MOU are:

- Close monitoring, analysis and feedback of Metro Board reports regarding the Twenty Eight by '28 feasibility and constructability studies
- Implementation of a financial benefits analysis of the corridor
- Feasibility study and initiation of a potential Enhanced Infrastructure Finance District (EIFD) for the corridor

#### FISCAL IMPACT

Adoption of the MOU has no immediate fiscal impact. Upon adoption of the Coalition budget, staff will request an appropriation at a future council meeting to fund activities contemplated by the MOU and in accordance with Section 6-Annual Budget and Proportional Costs of the MOU.

### LEGAL REVIEW

The City Attorney has reviewed the memorandum of understanding.

For Raymond R. Cruz City Manager

Attachment:

1. Memorandum of Understanding

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COMMERCE, THE CITY OF MONTEBELLO, THE CITY OF PICO RIVERA, THE CITY OF SANTA FE SPRINGS, AND THE CITY OF WHITTIER REGARDING THE METRO GOLD LINE EASTSIDE EXTENSION PHASE II

This Memorandum of Understanding ("MOU"), is made and entered into as of the date of the last signature set forth below by and between the City of Commerce, a municipal corporation, the City of Montebello, a municipal corporation, the City of Pico Rivera, a municipal corporation, the City of Santa Fe Springs, a municipal corporation, and the City of Whittier, a municipal corporation, collectively, these entities shall be known herein as "The Washington Boulevard Light Rail Transit Coalition" or "Parties" or individually as "Party."

#### WITNESSETH

**WHEREAS**, The Washington Boulevard Light Rail Transit Coalition, local businesses, and residents advocate for the extension of the Gold Line along Washington Boulevard (the "Extension"); and

**WHEREAS**, The Extension will serve communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, South Whittier, and other unincorporated Los Angeles County neighborhoods; and

**WHEREAS**, Ridership is estimated to exceed 19,000 in today's ridership standards; and

**WHEREAS**, The Extension will help connect communities to jobs, housing, education, healthcare, shopping, entertainment, and to each other; and

**WHEREAS**, The Extension will provide transit to disadvantaged residents, many with limited or no access to private vehicles, it will improve traffic congestion, and reduce air pollution; and

WHEREAS, The Extension will provide significant opportunities for economic growth and positive community transformation while supporting regional land use objectives.

**NOW, THEREFORE**, In consideration of the mutual benefits to be derived by the Parties, and of the promises herein contained, it is hereby agreed as follows:

Section 1. <u>Recitals</u>.

The recitals set forth above are fully incorporated as part of this MOU.

### Section 2. <u>Purpose</u>.

The purpose of this MOU is to cooperatively pursue the extension of the Gold Line along Washington Boulevard. The Parties will seek funding and approvals for the extension of the Gold Line along Atlantic and Washington Boulevards—originating near the current East Los Angeles Civic Center terminus of West Gold Line and terminating in the City of Whittier—with a 50 or 100 year long range plan allowing for a possible extension to Orange County and beyond.

### Section 3. <u>Cooperation</u>.

The Parties shall fully cooperate with one another to attain the purpose of this MOU as described in Section 2 above.

### Section 4. Voluntary.

This MOU is voluntarily entered into for the purpose of advocating and pursuing the extension of the Gold Line along Washington Boulevard.

### Section 5. <u>Term</u>.

This MOU shall become effective on the date of the final execution by the Parties and shall remain in effect until terminated by the Parties as set forth herein.

### Section 6. Annual Budget and Proportional Costs.

The Parties agree that the City of Whittier shall be the lead agency for purposes of fiscal and administrative matters. The Parties agree that the adoption of an annual budget shall be subject to unanimous approval. The parties further agree to pay their proportional amount to the City of Whittier for fiscal and administrative costs related to the facilitation of the goals and purpose as stated in the MOU ("Proportional Costs") for consultants and special projects. Such consultant and special project costs incurred outside the adopted budget shall be subject to 4/5 supermajority approval. The City of Whittier shall provide the parties with a statement of costs on a quarterly basis. Following the adoption of this MOU, the Administrative Committee (as defined in Section 7) shall present options for calculating the Proportional Costs for the Governing Board's (as defined in Section 7) consideration. The Governing Board shall approve a Proportional Costs formula by supermajority vote. No Party shall be responsible for any costs pursuant to this Section or Section 8 until such time that the Governing Board approves a Proportional Costs formula.

### Section 7. Organizational Structure.

The Washington Boulevard Light Rail Transit Coalition shall consist of a Governing Board comprised of one (1) designated elected official from each Party headed by a chair and vice chair and an Administrative Committee comprised of city managers (or his or her

designee) from the Parties headed by a chair and vice chair. The Administrative Committee shall provide professional guidance and policy research in support of recommendations to the Governing Board and shall administer the terms and conditions of this MOU on behalf of their respective Party.

#### Section 8. Initial Contribution and Expenditures.

Each party shall make an initial contribution in the amount set forth in the approved Proportional Costs formula, which shall be used for reasonable and necessary costs consistent with the purpose of this MOU. The initial contribution shall be applied towards each Party's respective Proportional Costs share as determined under Section 6. The Governing Board shall approve all expenditures of funds.

#### Section 9. General Agreements and Acknowledgements.

The Parties agree that:

- a. The Light Rail Line is the preferred option (as opposed to high speed, or dedicated bus lanes);
- b. The preferred route is one that is below grade through East Los Angeles;
- c. They will advocate for routes approved by impacted communities and cities, while supporting mobility and environmental justice goals;
- d. They will pursue connecting East Los Angeles Civic Center with Citadel Outlets (which draws more visitors on a yearly basis than the Disneyland Parks) with PIH Health Hospital Campus, along with major employment centers in the City of Commerce;
- e. Nine (9) light rail stations can spur revitalization and reinvestment;
- f. The Army Corps of Engineers, Caltrans, and the Los Angeles County Flood Control District are additional stakeholders;
- g. Any funds deposited by the Parties be used for the purpose and administration of this MOU;
- h. The Parties are, and shall at all times remain as to each other, wholly independent entities;
- i. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses identified in Section 12(a).
- j. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, neither Party

may assign its respective rights or obligations under this MOU without the prior written consent of the other Parties

#### Section 10. Indemnification.

To the fullest extent permitted by law, the City of Whittier, the City of Pico Rivera, the City of Montebello, the City of Commerce, and the City of Santa Fe Springs agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party or Parties responsible for liability to the other will indemnify the other Party or Parties to this MOU for the percentage of liability determined.

In light 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 Section 895.4 and 895.6 of said Code, shall 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 MOU 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, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof and incorporated herein.

#### Section 11. Termination.

a. This entire MOU may be terminated by mutual agreement of all Parties. A Party may initiate the termination process by submitting a thirty days' (30-days') written request to terminate this entire MOU to the rest of the Parties. The entire MOU will not be considered terminated, until and unless, all the Parties that are members of this MOU at the expiration of the thirty-days' (30-days') notice agree to terminate the MOU in its entirety. If the MOU is terminated, all Parties that are members of this MOU as of the date of MOU termination, shall be entitled to the remaining funds, after all outstanding costs or expenses are paid, in accordance with approved Proportional Costs formula approved under Section 6. Any completed work shall be owned by all Parties.

b. A Party may opt out of this MOU at any time by submitting in writing to the remaining Parties its intent to opt out. If a Party opts out of this MOU it forfeits all monies apportioned to the Party and its right to work completed through this MOU.

#### Section 12. General Provisions.

a. <u>Notices</u>. Any and all notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Party representative at the address as follows:

Rene Bobadilla City Manager City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640 rbobadilla@cityofmontebello.com

Steve Carmona City Manager City of Pico Rivera City Hall 6615 Passons Boulevard Pico Rivera, CA 90660 (562) 801-4379

Edgar P. Cisneros City Manager City of Commerce 2535 Commerce Way Commerce CA 90040 (323) 722-4805 ECisneros@ci.commerce.ca.us

Jeff Collier City Manager City of Whittier 13230 Penn Street Whittier, CA 90602 (562) 567-9300 jcollier@cityofwhittier.org

Ray Cruz City Manager City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 (562) 409-7510 rcruz@santafesprings.org

Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth above.

b. <u>Administration</u>. For the purpose of this MOU, the parties hereby designate as their respective Party representatives to the Administrative Committee the persons named as follows:

Rene Bobadilla City Manager City of Montebello

Steve Carmona City Manager City of Pico Rivera

Edgar P. Cisneros City Manager City of Commerce

Jeff Collier City Manager City of Whittier

Raymond R. Cruz City Manager City of Santa Fe Springs

The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

c. <u>Relationship of Parties</u>. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

- d. <u>Binding Effect</u>. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. <u>Amendment</u>. The terms and provisions of this MOU may not be amended, modified or waived, except in writing signed by all the Parties.
- f. <u>Waiver</u>. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. <u>Law to Govern; Venue</u>. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h. <u>No Presumption in Drafting</u>. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i. <u>Entire MOU</u>. This MOU constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous MOUs, whether written or oral, with respect thereto.
- j. <u>Severability</u>. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k. <u>Counterparts</u>. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- <u>Represented by Counsel</u>. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in paragraph 12(e).
- m. <u>Authorized to Sign</u>. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

n. No Financial Obligation. Each Party shall have no financial obligation to the other Parties of this MOU, except as herein expressly provided.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

**CITY OF PICO RIVERA** 

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

By: \_\_\_\_\_ Steve Carmona, **City Manager** 

ATTEST:

By: \_\_\_

Anna M. Jerome, CMC City Clerk

**APPROVED AS TO FORM:** 

..... City Attorney

Ву: \_\_\_\_\_

### THE CITY OF COMMERCE

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

By: \_\_\_\_\_ Edgar P. Cisneros City Manager

ATTEST:

By: \_\_\_\_\_ Lena Shumway City Clerk

APPROVED AS TO FORM:

City Attorney

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

### THE CITY OF WHITTIER

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

By: \_\_\_\_\_ Jeff Collier City Manager

ATTEST:

By: \_\_\_\_\_ Lisa Pope City Clerk

APPROVED AS TO FORM:

City Attorney

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

### THE CITY OF SANTA FE SPRINGS

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

By: \_\_\_\_\_\_ Raymond R. Cruz City Manager

ATTEST:

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

\_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

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

### THE CITY OF MONTEBELLO

City Manager:

Rene Bobadilla

Date:

Attest:

Approved as to Form:

Irma Barajas, City Clerk

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

4838-8828-2272, v. 1

Arnold M. Alvarez-Glasman City Attorney

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

October 24, 2019

**City Council Meeting** 

### PRESENTATION

Recognition of Whittier Police Captain Mike Davis and Introduction of Whittier Police Captain Kent Miller

#### RECOMMENDATION

 Recognize Whittier Police Captain Mike Davis for his service to the City of Santa Fe Springs and call upon Whittier Police Chief Jeff Piper to introduce Captain Kent Miller.

#### BACKGROUND

Captain Mike Davis started his career in 1991 when he was hired by the Orange County Sheriff's Department. In 1995, Captain Davis lateralled to the Whittier Police Department where he began his career as a patrol officer. He worked in the following assignments:

- Whittier Patrol Division
- Crime Impact Team
- Detective Bureau (Whittier and Santa Fe Springs)
- Promoted to Sergeant; worked as a Patrol Sergeant in Whittier and Santa Fe Springs
- Office of Professional Standards Sergeant (Internal Affairs)
- Promoted to Lieutenant; assigned as the Administrative Lieutenant
- Promoted to Captain; assigned as the Whittier Patrol Division Captain
- Investigation Division and Santa Fe Springs Policing Team Captain

Throughout his law enforcement career, Captain Davis has been recognized numerous times for his actions; most notably receiving the Sheriff's Department Medal of Courage in 1993 for an off-duty gang-related shooting he was involved in and the Whittier Police Department's Meritorious Citation in 2005 for rescuing a man who fell into the San Gabriel River in Santa Fe Springs during a heavy rainstorm.

While in Santa Fe Springs, Captain Davis oversaw a group of officers that focused on providing outstanding service to our residents by tackling difficult "quality of life issues"; reducing crime and effectively building upon the positive community relations forged by his predecessors. Captain Davis will finish his career with the Whittier Police Department on October 28, 2019 after serving more than 28 years as a law enforcement officer.

Raymond R. Cruz City Manager

October, 24 2019

**City Council Meeting** 

### PRESENTATION

Presentation from Tammy Murray, Relay for Life Chairperson

#### **RECOMMENDATION(S)**

 The Mayor may wish to call upon Tammy Murray, Relay for Life Chairperson.

#### BACKGROUND

Tammy Murray will present the City Council with a "Thank you" for their contribution to this year's Relay For Life.

Raymond R. Cruz City Manager

<u>Attachments</u>: None

Report Submitted By:

Priscilla Moreno City Manager's Office

**ITEM NO. 18C** 

City Council Meeting

October 24, 2019

#### PRESENTATION

Introduction of Public Works New Employee - Don Nguyen, Water Supervisor

#### RECOMMENDATION

 The Mayor may wish to call upon the Director of Public Works, Noe Negrete to introduce Don Nguyen.

#### BACKGROUND

Mr. Don Nguyen is the new Water Supervisor in the Department of Public Works and joined our City on September 30, 2019. He is in attendance at today's Council meeting for introduction to the City Council and community.

h

Raymond R. Cruz City Manager

Report Submitted By:

Noe Negrete Director of Public Works

ITEM NO. 18D

City Council Meeting

October, 24 2019

#### PRESENTATION

Presentation by the Los Angeles County Economic Development Corporation ("LAEDC") for a Most Business Friendly City Award Finalist plaque by Joseph J. Torres, Area Director for the Los Angeles County Economic Development Corporation (LAEDC)

#### RECOMMENDATION

The Mayor may wish to call upon, Joseph J. Torres, Area Director for the Los Angeles County Economic Development Corporation (LAEDC) to assist with this presentation.

#### BACKGROUND

The Los Angeles County Economic Development Corporation (LAEDC) created the Most Business-Friendly City in Los Angeles County award category in 2006 to recognize cities within the County that facilitate ease-of-doing-business and proactively promote business-friendly programs and services in the interest of attracting and retaining good guality jobs for their residents. Every year, a blue ribbon panel evaluates nominations submitted by cities in LA County.

This year, the City of Santa Fe Springs, along with the cities of Duarte, La Mirada, Monrovia, and San Gabriel, were recently announced as a finalist for Most Business-Friendly City of 2019. Santa Fe Springs gualified for this nomination in the category of cities with a population under 50,000. The cities of Bellflower, Gardena, Lancaster, Norwalk, Pasadena, and Rosemead are finalists for the population of 50,000 and over category.

All finalists were selected through independent review by a panel of blue ribbon judges, based on several criteria, including:

- Demonstrated priority commitment to economic development and quality jobs •
- Excellence in programs and services designed to facilitate business entry, • expansion, and retention
- Competitive business tax rates and fee structures ۰
- Availability of economic incentives; and
- Effective communication with and about business clients. .

One winner from each category will be announced at the 24<sup>th</sup> Annual Eddy Awards on Thursday, November 7th at the JW Marriott at LA Live in Downtown Los Angeles. The Eddy Awards is the most prestigious awards program to recognize leadership development in business, education, and government throughout Los Angeles County. Including our nomination this year. The City of Santa Fe Springs has been a finalist for the past three years in the small city category, winning it in 2009. If the City wins the 2019 award, it will be the second time that the City has been named Most Business-Friendly City.

ten

Raymond R. Cruz **City Manager** 

**ITEM NO. 19A** 

# City of Santa Fe Springs

**City Council Meeting** 

October 24, 2019

APPOINTMENTS TO COMMIT		
Committee	Vacancies	Councilmember
Beautification	3	Rounds
Beautification	4 2	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	1	Rodriguez
Historical	3	Mora
Historical	3 2 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 2 2	Zamora
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	1	Rodriguez

Applications Received: None **Recent Actions:** Manny Zevallos was appointed to the Beautification Committee.

Raymond R. Cruz En City Manager

Attachment(s):

- 1. Prospective Members
- 2. Committee Lists

Report Submitted by: Janet Martinez City Clerk

### **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 Placensia	(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	Manny Zevallos	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	(21)
	Debra Cabrera	(21)
	Kay Gomez	(20)

### 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

MoraMartha Villanueva(20)Vacant(20)Vacant(20)Miriam Herrera(21)ZamoraGaby Garcia(20)Tina Delgado(21)Gilbert Aguirre(21)Golores Duran(20)Janie Aguirre(21)Peggy Radoumis(21)RodriguezVacant(20)Hilda Zamora(21)	APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Miriam Herrera(21)ZamoraGaby Garcia (20) Tina Delgado Gilbert Aguirre(20) 	Mora	Martha Villanueva	(20)
ZamoraGaby Garcia Tina Delgado Gilbert Aguirre(20) (21)RoundsDolores Duran Janie Aguirre Peggy Radoumis(20) (21)RodriguezVacant Elena Lopez(20) (20)		Vacant	(20)
Tina Delgado(21)Gilbert Aguirre(21)RoundsDolores Duran(20)Janie Aguirre(21)Peggy Radoumis(21)RodriguezVacant(20)Elena Lopez(20)		Miriam Herrera	(21)
Tina Delgado(21)Gilbert Aguirre(21)RoundsDolores Duran(20)Janie Aguirre(21)Peggy Radoumis(21)RodriguezVacant(20)Elena Lopez(20)			
Gilbert Aguirre(21)RoundsDolores Duran Janie Aguirre Peggy Radoumis(20) (21)RodriguezVacant Elena Lopez(20) (20)	Zamora	Gaby Garcia	(20)
RoundsDolores Duran Janie Aguirre Peggy Radoumis(20) (21)RodriguezVacant Elena Lopez(20) (20)		Tina Delgado	(21)
Janie Aguirre Peggy Radoumis(21)RodriguezVacant Elena Lopez(20) (20)		Gilbert Aguirre	(21)
Janie Aguirre Peggy Radoumis(21)RodriguezVacant Elena Lopez(20) (20)		<u> </u>	
Peggy Radoumis     (21)       Rodriguez     Vacant     (20)       Elena Lopez     (20)	Rounds		
RodriguezVacant Elena Lopez(20) (20)			
Elena Lopez (20)		Peggy Radoumis	(21)
Elena Lopez (20)	Dednieuwen	Vecent	(20)
	Rodriguez		
Hilda Zamora (21)			
		Hilda Zamora	(21)
Trujillo Dolores H. Romero* (20)	Truiillo	Dolores H. Romero*	(20)
Laurie Rios (20)			영상에 관하는 것 같아요. 한 것 같아요. 것
Bonnie Fox (21)		이 방법 수 있는 것 같은 것 같은 것 같이 많이 많이 많이 많이 했다.	영양 전 것 알 알 땅 옷 것 못 났다.
Organizational Representatives: Nancy Stowe	Organizational Representatives:	Nancy Stowe	
(Up to 5) Evelyn Castro-Guillen		•	

Evelyn Castro-Guillen Elvia Torres (SPIRITT Family Services)

# 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	

# 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 CityMembership:20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Vacant	(20)
	Tony Reyes	(20)
	Vacant	(21)
	Vacant	(21)
	:	1
Zamora	Francis Carbajal	(21)
	Vacant	(21)
	Vacant	(20)
	Larry Oblea	(20)
Rounds	Linda Vallejo	(20)
	Adrianne Matte	(20)
	Mark Scoggins*	(21)
	Jeannette Lizarraga	(21)
	Vacant	(20)
Rodriguez		(20)
	Vacant	(21)
	Vacant	(20)
	Sally Gaitan	(21)
Trujillo	Vacant	(20)
	Vacant	(20)
	Merrie Hathaway	(21)
	Vacant	
	vatalil	(21)

# 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)

### 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

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	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz Ron Biggs	6/30/2019 6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernand	ez 6/30/2020

# PLANNING COMMISSION

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

#### updated 10/17/17

# 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)

### 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)

# **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

### 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

		Term Expires in
APPOINTED BY	NAME	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	- Alexandra de la constanta de Contes Servicio de la constanta de Contes
	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)