



# AGENDA

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

**January 28, 2021  
6:00 P.M.**

**VIA TELECONFERENCE**

***Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, Mayor***

**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\*  
\*\*REGARDING CORONAVIRUS COVID-19\*\***

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

You may attend the City Council meeting telephonically or electronically using the following means:

**Electronically using Zoom:** Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472 Password: 659847

**Telephonically:** Dial: 888-475-4499 Meeting ID: 521620472

**Public Participation:** You may submit public comments in writing by sending them to the City Clerk at [cityclerk@santafesprings.org](mailto:cityclerk@santafesprings.org). If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

**1. CALL TO ORDER**

**2. ROLL CALL**

Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, Mayor

**3. PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

**PUBLIC FINANCING AUTHORITY**

**4. CONSENT AGENDA**

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

- a. Minutes of the December 10, 2020 Public Financing 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 Public Financing Authority (PFA) (Finance)

**Recommendation:**

- Receive and file the report.

**WATER UTILITY AUTHORITY**

**5. CONSENT AGENDA**

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

- a. Minutes of the December 10, 2020 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**

**6. CONSENT AGENDA**

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

Minutes of the December 10, 2020 Housing Successor Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**NEW BUSINESS**

- 7.** Consideration of entering into a Predevelopment Loan and Disbursement Agreement between the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs (Lender) and the Richman Group of California Development Company, LLC (Borrower) for the Development of Affordable Housing on the properties located at the Northeast and Northwest corner of Laurel Avenue and Lakeland Road, Within the R-3-PD, Multiple-Family Residential-Planned Development, Zone (Planning)

**Recommendation:**

- Approve and authorize the Mayor or designee to execute a Predevelopment Loan and Disbursement Agreement and related documents for the development of affordable housing on the properties located at the Northeast and Northwest corner of Laurel Avenue and Lakeland Road, within the R-3-PD, Multiple-Family Residential-Planned Development, Zone.

**SUCCESSOR AGENCY**

**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 Successor Agency.*

Minutes of the December 10, 2020 Successor Agency Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**CITY COUNCIL**

**9. CONSENT AGENDA**

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

Minutes of the November 12, 2020 and December 10, 2020 Special and Regular City Council Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**NEW BUSINESS**

10. Approval of Amendment Number One to Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest (Community Services)

**Recommendation:**

- Approve Amendment Number One to the Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest.
- Authorize the Director of Community Services to administer the agreement and execute any additional amendments as needed.

11. Florence Avenue Widening – Final Payment (Public Works)

**Recommendation:**

- Approve the Final Payment to Hardy & Harper Company of Lake Forest, California in the amount of \$64,152.85 (less 5% retention).

12. Florence Avenue Underpass Storm Pump Removal and Replacement – Authorization to Advertise for Construction Bids (Public Works)

**Recommendation:**

- Approve the Florence Avenue Underpass Storm Pump Removal and Replacement and add to the approved Capital Improvement Plan;
- Appropriate \$240,000 from the Utility Users / Capital Improvement Plan Fund to the Florence Avenue Underpass Storm Pump Removal and Replacement;
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

13. California High Speed Rail Project – Approval of Amendment Number 2 (Public Works)

**Recommendation:**

- Approve Amendment Number 2 with the California High Speed Rail Authority.

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

15. **COUNCIL COMMENTS**

**CLOSED SESSION**

16. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

17. **CLOSED SESSION REPORT**

18. **ADJOURNMENT**

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

***City of Santa Fe Springs***  
***Regular Meetings***

***January 28, 2021***

that reasonable arrangements can be made to provide accessibility to the meeting or service.

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; city's website at [www.santafesprings.org](http://www.santafesprings.org); and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

January 21, 2021  
*Date Posted*

**FOR ITEM NO. 4A  
PLEASE SEE ITEM NO. 9**



## **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.

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

Financing proceeds available for appropriation at 12/31/2020

None

Outstanding principal at 12/31/2020

\$41,001,082

#### Bond Repayment

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

#### Unspent Bond Proceeds

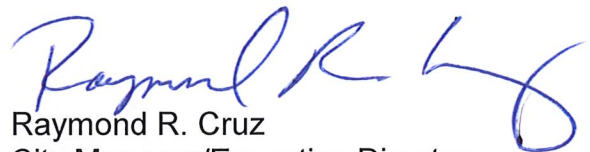
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding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

#### 2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz  
City Manager/Executive Director

**FOR ITEM NO. 5A  
PLEASE SEE ITEM NO. 9**



## **CONSENT CALENDAR**

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

### **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.

### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 12/31/2020	None
Outstanding principal at 12/31/20	\$6,890,000

### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 12/31/2020	None
Outstanding principal at 12/31/2020	\$1,225,000

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

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

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

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



Raymond R. Cruz  
City Manager/Executive Director



**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.

**WHITTIER WATER CONNECTION PROJECT**

The bid opening for this project was on August 11, 2020, and the Water Utility Authority awarded the contract to 316 Engineering and Construction, based in Rosemead, California. Construction began on December 8, 2020 and is scheduled to be completed by early February 2021. This project will increase capacity from that Santa Fe Springs Water Utility Authority could receive from the City of Whittier, and will therefore lessen the reliance on the more costly water from the Metropolitan Water District.

**FISCAL IMPACT**

The Whittier Water Connection Project is fully funded by the Water Capital Improvement Plan fund.

**INFRASTRUCTURE IMPACT**

The Whittier Water Connection Project will increase the water capacity available to the City and reduce the dependency on the current connection with the Metropolitan Water District.

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

Raymond R. Cruz  
Executive Director

**Attachments:**

None.

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

**FOR ITEM NO. 6  
PLEASE SEE ITEM NO. 9**



# City of Santa Fe Springs

## Housing Successor

January 28, 2021

### NEW BUSINESS

Consideration of entering into a Predevelopment Loan and Disbursement Agreement between the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs (Lender) and the Richman Group of California Development Company, LLC (Borrower) for the Development of Affordable Housing on the properties located at the Northeast and Northwest corner of Laurel Avenue and Lakeland Road, Within the R-3-PD, Multiple-Family Residential-Planned Development, Zone

### RECOMMENDATION

- Approve and authorize the Mayor or designee to execute a Predevelopment Loan and Disbursement Agreement and related documents for the development of affordable housing on the properties located at the Northeast and Northwest corner of Laurel Avenue and Lakeland Road, within the R-3-PD, Multiple-Family Residential-Planned Development, Zone.

### BACKGROUND

The Housing Successor is the owner of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs. The largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of  $\pm 3.93$ -acre and has an address of 13241 Lakeland Road. The adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912), have a combined area of  $\pm 36,342$  sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road. All four parcels are unimproved land with perimeter fencing.

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple-Family Residential-Planned Development in 2013. Those parcels are also listed as potential locations for the development of 139 units, within the Vacant Residential Site Inventory of the City's approved Housing Element.

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2109 with a team of three entities, The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

The City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described as a program in the Housing Element as follows starting on page 5-14 of the 2014-2021 Housing Element:

## 8. Affordable Housing Development Assistance

The City can play an important role in facilitating the development of quality, affordable housing through provision of land write-downs and regulatory incentives, and as available, financial assistance. Santa Fe Springs' Housing Successor Agency owns two housing sites (Lakeland/Laurel and 10934 Laurel) originally purchased with Low/Mod Housing Funds and recently rezoned R-3-PD with minimum 20 unit/acre densities. Designating these sites with a Planned Development (PD) Overlay eliminates any upper density limit and allows flexible development standards, providing an effective regulatory mechanism to facilitate affordable housing development.

Pursuant to AB 1484, once Santa Fe Springs' Successor Agency receives a "finding of completion" by the State Department of Finance (DOF), the Agency can develop a long-range property management plan which delineates the use or disposition of all properties owned by the Successor Agency. Upon approval of the property management plan by DOF and the oversight board, the City's Successor Agency will issue a Request for Proposal for development of the two vacant R-3-PD sites with affordable housing.

2014-2021 Objective: Enter into a development agreement(s) for development of the 3.9 acre Lakeland/Laurel site and .75 acre site at 10934 Laurel with affordable housing, with particular emphasis on family housing. Provide a land write-down and flexible development standards to enhance affordability, and waive Planning Department application fees for projects with a minimum 10% extremely low income units. Seek to achieve a minimum of 100 affordable units on these two sites.

### **PURPOSE AND USE LIMITATIONS ON AGENCY HOUSING ASSET FUNDS**

California Health and Safety code section 34176.1 sets forth the limitations and uses for the Housing Asset Funds (formerly known as Low- and Moderate-Income Funds). The activities which may be funded are 1) for the purpose of monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor; and 2) the Housing Successor may expend up to two hundred fifty thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless but for this assistance, including the provision of short-term or medium-term rental assistance, contributions toward the construction of local or regional homeless shelters, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.

After using the allowed portion of funds on items 1 and 2 listed above (if the Agency so chooses to do so), then, the Housing Successor shall expend all funds remaining in the Housing Asset Fund for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income.

In short, the Housing Asset Funds can only be used for retention of affordable housing, assisting the homeless, creation of new affordable housing with specific income levels to be achieved, and administrative costs to undertake those efforts.

### **PREDEVELOPMENT LOAN AGREEMENT PURPOSE AND TERMS**

The development partnership, led by the Richman Group, is providing expertise and funding, and has proposed a predevelopment funding agreement which provided the development partnership with a “backstop” for their risky investment of dollars prior to a development agreement or purchase and sales agreement.

The logic presented was: The development partnership would spend money associated with due diligence, design, entitlements, CEQA approval, etc. in order to advance an affordable housing project that also furthers the City’s RHNA requirements. By utilizing Housing Successor funds, the City would refund or backstop the developer’s outlays and thus could maintain “control” in the sense that if the City was tired of the development partnership and wanted to terminate the relationship, the City would “own” the work product and in theory could substitute the development partnership with another. The intent was to create a symbiotic relationship – the development partnership would spend their time and energy (for free) and negotiate various documents (the legal fees at our risk) and use Housing Successor funds for due diligence, design, entitlement, and CEQA. The City is in control of the value created and the development partnership is incentivized to remain in good standing and meet various obligations to remain in the deal.

At this point in time, the majority of the necessary land use entitlement applications and documentation have been reviewed by City planning staff, and it is anticipated the full development package will be presented to the Planning Commission for consideration within the next 60 -90 days.

To date the Richman Group has incurred an estimated \$125,000. Outstanding items include: additional CEQA/MND investment, tract map updating, additional design work and review of conditions of approval, submittal of the environmental document for public comment and review and any subsequent revision(s) as a result of the public review and comment period.

**Summary of Loan Terms**

The loan amount is for \$200,000, paid out on a reimbursement basis, not a lump sum. The anticipated disbursement budget and schedule are attached to the Loan Agreement as Exhibit A.

The security for the loan is the Assignment of Work Product document which transfers all of the work product generated by the Richman Group for the project to the City, should they default on constructing the project.


The term of the loan is set forth in subsection 1.2.1 of the Agreement, with an outside maturity date of January 15, 2025, though there are other events which will cause the loan to mature sooner as set forth in the Agreement. Upon the Maturity Date, the Loan Term shall expire, the Loan shall mature, and the entire outstanding principal amount of the Loan, shall become immediately due and payable. This is an interest free loan, so there will be no accrued interest on the amount due. Providing this loan interest free furthers the public purpose of increasing the supply of affordable housing in the City and does not constitute a gift of public funds.

**FISCAL IMPACT**

The loan amount of a maximum of \$200,000 would reduce the current balance in the Housing Asset Fund. There is currently more than \$11 million dollars in available fund balance, so this loan would have a negligible impact on the fund overall.

**LEGAL REVIEW**

The City Attorney's office has reviewed the Predevelopment Loan and Assignment of Work Product and related agreements, and approves as to form.



Raymond R. Cruz  
Executive Director

**Attachments:**

1. Predevelopment Loan Agreement
2. Exhibit – A to Predevelopment Loan Agreement, Disbursement Budget
3. Assignment of Work Product

## PREDEVELOPMENT LOAN AND DISBURSEMENT AGREEMENT

This Predevelopment Loan and Disbursement Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2021, by and between THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC (the “**Borrower**”), and the HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the “**Lender**”), with reference to the following facts:

- A. The Lender has agreed to make a loan to Borrower up to a principal amount of Two Hundred Thousand Dollars (\$200,000.00) (the “**Loan**”). The purpose of the Loan is to provide to Borrower predevelopment funds for its proposed development of an affordable housing complex (the “**Project**”) on that certain real property owned by Lender and located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs (the “**Site**”). The repayment of the Loan is secured by all work product generated in connection with the Project
- B. Borrower, The Whole Child, a California nonprofit public benefit corporation, and Lender anticipate entering into that certain Purchase and Sale Agreement relating to the development of the Project on the Site.

**NOW, THEREFORE**, in consideration of the making of the Loan and of the covenants and agreements contained in this Agreement, and of other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### 1. THE LOAN.

- 1.1 **Agreement.** Borrower agrees to take, and the Lender agrees to make, the Loan up to the amount set forth in Recital A above, which Loan shall be for the uses set forth in the Disbursement Budget attached hereto as Exhibit A and otherwise subject to the terms and conditions contained in this Agreement. Proceeds of the Loan are referred to as “**Loan Funds**.”

### 1.2 Loan Terms.

- 1.2.1 **Term.** The term of the Loan (the “**Loan Term**”) shall commence on the Loan Closing (as defined in Section 1.4 below) and shall end on the Maturity Date. The “**Maturity Date**” shall be the first to occur of the following:

- a. Thirty (30) days following construction loan closing and syndication of federal tax credits for the Project; or
- b. The refinancing of the Loan into a permanent loan with the Lender; or
- c. Upon an acceleration of the Loan pursuant to an Event of Default under any of the Loan Documents; or

d. January 15, 2025.

Upon the Maturity Date, the Loan Term shall expire, the Loan shall mature, and the entire outstanding principal amount of the Loan, together with all accrued and unpaid interest, shall become immediately due and payable.

1.2.2 **Note.** Unless otherwise set forth in this Agreement or in any of the other Loan Documents, the interest rate, the payment terms, acceleration rights, and other provisions applicable to the repayment of the Loan shall be set forth in the promissory note (the “**Note**”) to be executed and delivered by the Borrower in connection with the Loan Closing, in substantially the form attached hereto, and incorporated by this reference, as Exhibit B.

1.2.3 **Repayment.** If the Loan becomes due and payable Borrower, may satisfy its obligations under the Note in full by either (i) making payment on the Note in full; or (ii) delivering to the Lender the following: (x) all of the documents more specifically described in the Security Agreement (collectively, the “**Work Product Documents**”), (y) an absolute and unconditional assignment to the Lender of all of Borrower’s right, title and interest in and to said Work Product Documents; and (z) the written consent, in a form reasonably acceptable to the Lender, to such assignment of any architect, engineer or other person or firm that has any right, title or interest in or to the Work Product Documents, to the extent Borrower is able to obtain such consent using commercially reasonable efforts.

1.3 **Loan Documents.** In order to consummate the Loan, the Lender shall receive the following documents, fully executed by the parties as set forth below (collectively with this Agreement, the “**Loan Documents**”):

1.3.1 The Note executed by Borrower in the maximum principal amount of the Loan; and

1.3.2 An Assignment of Work Product executed by Borrower (the “**Security Agreement**”).

1.3.3 UCC-1 Financing Statements for recording and state filing.

1.4 **Loan Closing; and Closing Conditions.** The “**Loan Closing**” shall be accomplished pursuant to (a) the execution and delivery of all of the Loan Documents by Borrower and all other parties thereto and (b) the filing of the UCC-1 Financing Statements. The Loan Closing shall not occur, and the Lender’s obligation to make the Loan shall not arise, until each of the following conditions have been met:

1.4.1 Lender has reviewed and approved all organization documents and evidence of due formation and good standing requested by Lender, including, without limitation, resolutions, certificates of authority,

incumbency certificates, or other evidence of authorization requested by Lender.

1.4.2 The Lender must receive certificates of the Borrower's liability insurance policy naming Lender as an additional insured.

1.4.3 All representations and warranties of Borrower set forth in this Agreement and in any of the other Loan Documents are materially true and correct.

2. **AFFIRMATIVE COVENANTS OF BORROWER.** Borrower promises to keep each of the covenants set forth below, unless Lender has waived compliance in writing.

2.1 **Financial Information of Borrower.** Borrower shall keep true and correct financial books and records, using GAAP, or such other accounting principles as Lender in its reasonable judgment may find acceptable from time to time.

2.2 **Notices.** Borrower shall notify Lender promptly in writing of any and all of the following:

a. Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations.

b. Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

2.3 **Performance of Acts.** Upon Lender's request, Borrower shall perform all acts necessary or advisable to perfect any lien or security interest provided for in the Loan Documents or to carry out the intent of the Loan Documents, provided, no such acts shall change the economic transactions described herein or expand the liability of the parties hereunder.

2.4 **Compliance with Laws.** Borrower shall comply in all material respects, with all applicable laws, rules, regulations and orders, including, without limitation, all applicable environmental laws.

2.5 **Taxes.** Borrower shall pay and discharge prior to delinquency (a) all taxes, assessments and governmental charges or levies imposed on it or upon its property, and (b) all lawful claims that, if unpaid, might become a lien upon its property.

2.6 **Maintenance of Insurance.** Borrower shall maintain insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Borrower operates.

- 2.7 **Preservation of Existence.** Borrower shall preserve and maintain its corporate or other existence, rights (charter and statutory), permits, approvals, licenses, privileges and franchises.
- 2.8 **Books and Records.** Borrower shall keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrower and each such subsidiary or affiliate in accordance with the accounting procedures it is presently utilizing.
- 2.9 **Transactions with Affiliates.** Borrower shall conduct all transactions otherwise permitted under this Agreement with any of its affiliates on terms that are fair and reasonable and no less favorable to the Borrower than it would obtain in a comparable arm's-length transaction with a person not an affiliate.
3. **DISBURSEMENT.** Loan Funds shall be disbursed pursuant to draw requests until the Lender has funded the full principal balance of the Loan. Each such draw by the Lender shall be made as follows:
- 3.1.1 Borrower shall submit a draw request to Lender, together with a certificate, signed by the Borrower confirming (A) the Borrower is not in default under any of the Loan Documents, and (B) the disbursements of the Loan previously made by Lender to the Borrower have been used accordance with the budget attached hereto as Exhibit A (the "**Disbursement Budget**"), which has been approved by Lender.
- 3.1.2 Borrower shall deliver to Lender copies of invoices and other supporting documentation required by Lender with respect to the draw.
- 3.1.3 Once the draw has been approved by Lender, Lender shall disburse the amount of the draw to Borrower, within ten (10) business days of such approval and, if required by Lender, jointly to any third party payee to whom such draw applies.
4. **REPRESENTATIONS AND WARRANTIES.** Borrower hereby represents and warrants to the Lender as follows:
- 4.1 The execution, delivery and performance by Borrower of the Loan Documents are within Borrower's powers, and have been duly authorized by all necessary action. The Loan Documents have been duly executed and delivered by Borrower.
- 4.2 Neither the execution and delivery of this Agreement or of any other Loan Documents in connection with the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, conflicts with or results in a breach of any of the terms, conditions or provisions of Borrower's organizational documents or of any agreement or instrument to which it is now a party or by which it is bound, or constitutes a default (with due notice or the passage of time or both) under any of the foregoing, or results in the creation or imposition of any prohibited lien,

charge or encumbrance whatsoever upon any of the property or assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

- 4.3 To the best of Borrower's knowledge, no authorization, consent, approval, other action by, notice to, or filing with, any governmental authority, regulatory body, or any other entity is required for the execution of this Agreement;
- 4.4 There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental Commission, public board or body pending or, to the best of Borrower's knowledge, threatened against Borrower, which affects or seeks to prohibit, restrain or enjoin the execution or delivery of this Agreement or any of the other Loan Documents, or questions its power or authority to perform its obligations under this Agreement or any of the other Loan Documents.
- 4.5 There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other Agency now pending, or, to its knowledge, threatened against or affecting it or any of properties or rights of Borrower, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted or as now contemplated to be conducted, or would materially adversely affect its financial condition.
- 4.6 There have been no material adverse changes in the business, operations, assets or financial condition of Borrower from that previously disclosed to the Lender and all of the information previously furnished to the Lender was true and correct when furnished and is true and correct as of the date of this Agreement.
- 4.7 All of the Loan Funds shall be used in accordance with the Disbursement Budget.

The representations and warranties of Borrower herein shall be in addition to any other representations and warranties of Borrower which are set forth in the Loan Documents. Borrower acknowledges that each representation and warranty made and given by Borrower in this Agreement and in the Loan Documents is material to the Lender and any assignee of the Loan and that the Lender has been induced to originate the Loan in reliance on each such representation and warranty.

## 5. **DEFAULT AND REMEDIES.**

- 5.1 **Events of Default.** Borrower will be in default under this Agreement upon the occurrence of any one or more of the following events (each an "**Event of Default**"):
  - 5.1.1 Borrower fails to make any payment of principal or interest required under this Agreement within fifteen (15) days of when the same is due; or
  - 5.1.2 Borrower fails to make any payment or deposit of funds which may be required by the Lender under this Agreement or in any of the other Loan Documents within fifteen (15) days after Lender's demand; or

- 5.1.3 The Borrower becomes insolvent or the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor creditor relationships and such proceeding is not dismissed within ninety (90) days (“**Insolvency Proceeding**”); or
- 5.1.4 The Borrower dissolves, terminates or liquidates; or
- 5.1.5 Any representation or warranty made or given in this Agreement or in any of the Loan Documents proves to be false or misleading in any material respect when made, and Borrower has not delivered written notice to Lender of the changed circumstances promptly upon Borrower’s knowledge thereof; or
- 5.1.6 An “Event of Default,” “Default,” or “default” occurs under (and as may be defined in) the Note and/or any of the other Loan Documents beyond any applicable notice and cure period which may be provided for in the Note or other Loan Documents; or
- 5.1.7 Borrower fails to comply with any other material covenant or provision contained in this Agreement and does not cure that failure either (a) within an initial cure period of sixty (60) consecutive days after written notice from Lender, or (b) within ninety (90) days after such written notice, so long as Borrower begins within the initial cure period and diligently continues to cure the failure, or Lender, exercising reasonable judgment, determines that the cure cannot reasonably be completed at or before expiration of the sixty (60) day initial cure period.

## 5.2 **Remedies.**

- 5.2.1 If an Event of Default occurs under this Agreement, Lender may exercise any right or remedy which it has under any of the Loan Documents, or which is otherwise available at law or in equity or by statute, and all of Lender's rights and remedies shall be cumulative. If any Event of Default occurs, Lender's obligation to lend under the Loan Documents shall automatically terminate, and Lender in its sole discretion may withhold any one or more disbursements and may terminate any Loan Document in accordance with its terms. No disbursement of Loan Funds by Lender shall cure any default of Borrower, unless Lender agrees otherwise in writing in each instance.
- 5.2.2 If the Borrower becomes the subject of Insolvency Proceeding and such proceeding is not dismissed within ninety (90) days, all of Borrower's obligations under the Loan Documents shall automatically become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character. Upon the occurrence of any other Event of Default, all of Borrower's obligations under the Loan

Documents may become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, all at Lender's option, exercisable in its sole discretion. If such acceleration occurs, Lender may apply the undisbursed Loan Funds, and any other funds held by the Lender in connection with the Loan to the obligations of Borrower under the Loan Documents, in any order and proportions that Lender in its sole discretion may choose.

5.3 **Attorneys Fees and Expenses.** If upon any Event of Default the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees to pay to the Lender the reasonable fees of such attorneys and such other expenses reasonably incurred by the Lender.

6. **NON-RECOURSE.** Each of Borrower's liabilities and obligations under this Agreement, the Note, and the other Loan Documents shall be without recourse as against Borrower.

7. **INDEMNITY.** To the fullest extent permitted by law, and except to the extent any of the following arise by reason of the gross negligence or willful misconduct of any of the Indemnified Parties, Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its officers, members, directors, officials, employees, attorneys, agents, successors and assigns (collectively, the "**Indemnified Parties**"), against any and all losses, damages, claims, actions, causes of action, suits, penalties, fines, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, arising out of or based upon or in any way relating to:

- a. this Agreement or any of the other Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby; or
- b. any inaccuracy in or breach of any material representation or warranty of Borrower set forth in this Agreement or in any of the other Loan Documents.

In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding

and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel.

The rights of any persons to indemnity hereunder, including their rights to the payment of fees and reimbursement of expenses, shall survive the final payment of the Loan. The provisions of this Section 7 shall survive the termination of this Agreement.

8. **MISCELLANEOUS.**

8.1 **No Waiver; Consents.** Each waiver by Lender must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from Lender's delay in exercising or failure to exercise any right or remedy against Borrower or any security. Consent by Lender to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or as a waiver of the requirement for Lender's consent to be obtained in any future or other instance. All rights and remedies of Lender are cumulative.

8.2 **No Assignment By Borrower.** Borrower shall not make or permit any sale, assignment or other transfer of this Agreement without the prior written consent of Lender. Notwithstanding the foregoing, the Borrower may assign this Agreement, without the Agency's consent, to a limited partnership in which the Borrower or its affiliates shall act as a general partner of such limited partnership.

8.3 **No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of Lender and Borrower and their permitted successors and assigns. No trust fund is created by this Agreement and no other persons or entities shall have any right of action under this Agreement or any right to the Loan Funds.

8.4 **Notices.** All notices, requests, demands or other communications to the respective parties hereto (unless otherwise expressly stipulated in this Agreement) shall be deemed to have been duly given or made if addressed as follows:

If to the Lender, to:   Housing Successor Agency  
                                  City of Santa Fe Springs  
                                  11710 E. Telegraph Road  
                                  Santa Fe Springs, CA 90670 Attn: Director of Planning and  
                                  Community Development

If to Borrower, to:

                                  c/o JDF, LLC  
                                  777 West Putnam Avenue  
                                  Greenwich, Connecticut 06830  
                                  Attn: Joanne D. Flanagan, Esq.

With a copy to:       Bocarsly Emden Cowan Esmail & Arndt LLP  
                                  633 W. 5th Street, 64th Floor  
                                  Los Angeles, CA 90071

Attn: Nicole Deddens, Esq.  
Facsimile: (213) 239-0410  
Telephone: (213) 239-8029

or to such other address or such other person as either party may from time to time hereafter specify to the other in writing delivered in the manner provided herein.

All notices and other communications provided for in this Note shall be in writing and be delivered by messenger, overnight air courier, registered or certified first class mail with return receipt requested (for U.S. mailings) or telecopy to the appropriate party at its address. Delivery of a notice, demand, request or report shall be deemed to be effected (i) when personally delivered or telecopied, (ii) one (1) business day after the date when deposited with an overnight courier or (iii) five (5) days after the date when deposited in the United States mail and sent postage prepaid by registered or certified mail, return receipt requested. The parties, however, may act upon any telecopy message received by it from any party notwithstanding that such telecopy message is not subsequently confirmed by letter as aforesaid.

- 8.5 **Attorneys' Fees.** If any lawsuit, reference or arbitration is commenced which arises out of or relates to this Agreement, the Loan Documents or the Loan, the prevailing party shall be entitled to recover from each other party such sums as the court, referee or arbitrator may adjudge to be reasonable attorneys' fees in the action, reference or arbitration, in addition to costs and expenses otherwise allowed by law.
- 8.6 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.7 **Heirs, Successors and Assigns; Participations.** The terms of this Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the parties.
- 8.8 **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.
- 8.9 **Interpretation.** Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement. Time is of the essence in the performance of this Agreement by Borrower.

- 8.10 **Amendments; Corrections.** This Agreement may not be modified or amended except by a written agreement signed by the parties.
- 8.11 **Counterparts.** This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document.
- 8.12 **Language of Agreement.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.
- 8.13 **Entire Agreement.** This Agreement (including the Exhibits) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person and no court or other body shall consider those drafts in interpreting this Agreement. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including any other Loan Document, the terms, conditions and provisions of this Agreement shall prevail.

*[signatures begin on following page]*

**IN WITNESS WHEREOF**, the party hereto has signed this Agreement as of the day and year first above written.

**Borrower:**

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Rick Westberg, Executive VP

**Lender:**

HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE SPRINGS

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

ATTEST:

BY: \_\_\_\_\_  
RAYMOND R. CRUZ  
EXECUTIVE DIRECTOR/CITY MANAGER

APPROVED AS TO FORM:

BY: \_\_\_\_\_

RUSSELL A. HILDEBRAND  
AGENCY ATTORNEY

**Exhibit A**

**Disbursement Budget**

## Exhibit B

### NON-NEGOTIABLE PREDEVELOPMENT LOAN PROMISSORY NOTE

\$200,000

Santa Fe Springs, California  
\_\_\_\_\_, 2021

FOR VALUE RECEIVED, the undersigned THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC (the “**Borrower**” or “**Maker**”), and the HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the “**Lender**”), at City of Santa Fe Springs, 11710 E. Telegraph Road, Santa Fe Springs, CA 90670. Attn: Director of Planning and Community Development or at such other place as Lender may from time to time designate in writing, the principal sum of Two Hundred Thousand Dollars (\$200,000.00) or so much thereof as may be advanced and outstanding, in lawful money of the United States.

1. This Note evidences and secures the “**Predevelopment Loan**” as defined and described in that certain Predevelopment Loan Agreement, dated of even date herewith, between Maker and Lender (the “**Loan Agreement**”). Collectively this Note, the Loan Agreement and associated documents constitute the “**Loan Documents**.” The principal amount of this Note will be disbursed as contemplated and controlled by the Loan Agreement.

All terms used herein that are not otherwise defined are defined in the Loan Agreement and the provisions of the Loan Agreement relating to the Predevelopment Loan are hereby incorporated herein by this reference.

2. Principal amount of this Note shall bear interest prior to maturity at an interest rate equal to zero percent (0%) simple interest. The principal amount of this Note in the sum of Two Hundred Thousand Dollars (\$200,000.00), or so much thereof as may be advanced and outstanding, shall be repayable as follows:

(a) Subject to Section 1 of the Loan Agreement, the Predevelopment Loan shall be repaid to the Holder hereof by the Maker out of the proceeds of financing sources for that Project.

(b) Repayment of funds due under the Loan Agreement shall be upon the earlier of: (i) Thirty (30) days following construction loan closing and syndication of federal tax credits for the Project, (ii) the refinancing of the Loan into a permanent loan with the Lender; (iii) upon an acceleration of the Loan pursuant to an Event of Default under any of the Loan Documents; and (iv) January 15, 2025 (the “**Maturity Date**”).

(c) Except in the case of an uncured Event of Default under Section 5 of the Loan Agreement, if the loan has not been repaid in full by the Maturity Date, then the Lender’s

sole recourse shall be limited to any assets assigned to Lender and any additional security granted to Lender under the Loan Documents, including, but not limited to, Borrower's right, title and interest in all documents and work product relating to the Project that have been paid for in whole or in part by the Lender as assigned pursuant to the Assignment of Project Documents. The Lender, in its sole discretion, may accelerate repayment if an Event of Default occurs under any Loan Documents after the expiration of the applicable cure periods therein.

(d) Any and all sums not paid, which are required to be paid, on the Maturity Date as required hereunder shall bear interest at the Default Rate of five percent (5%) from the Maturity Date until the date paid;

(e) This Note may be prepaid in whole or in part at any time, and from time to time without premium or penalty.

3. It is expressly agreed that time is of the essence in this Note and in the event of:

(a) any default in the full and punctual payment of all or part of any installment of principal or interest hereunder as and when the same become due and payable; or

(b) upon the occurrence of any "**Event of Default**" under the Loan Agreement and the expiration of any applicable period of grace within which the Maker may cure the same, there shall be an Event of Default under this Note;

then, in any such event, the Holder hereof, at its option, may declare the entire outstanding principal balance hereof, together with all costs, fees, expenses, charges for collection, including reasonable attorneys' fees (which shall include outside counsel fees and all allocated costs of Holder's in-house counsel), and costs for declaratory relief, arbitration, prosecution or defense of any action related to this Note, to be immediately due and payable in full, without further demand or notice to Maker or to any other party.

4. Failure of the Holder to exercise any rights hereunder with respect to any default shall not excuse such default and shall not constitute the Holder's waiver of the right to the latter exercise thereof, in the absence of a written agreement to the contrary executed and delivered by the Holder hereof and subsequent to such default.

5. All payments hereunder shall be paid in lawful money of the United States, which, at the time of payment, shall be legal tender for the payment of all debts and dues, public and private.

6. All sums received hereunder shall be applied in the following order: first, upon an Event of Default to costs and expenses of the Lender incurred in connection with the Loan, including costs of collection and reasonable attorney's fees, second, to interest, and then to principal.

7. Maker, all endorsers and guarantors hereof, and all others who may become liable for all or any part of the indebtedness evidenced hereby: (i) agree to be jointly and severally

bound hereby, as primary obligors; (ii) jointly and severally waive and renounce any and all exception rights, including that of homestead, and the benefit of all valuation and appraisal privileges available to them or any of them pursuant to the Constitution or the laws of the United States or of any state, territory or jurisdiction, as against this debt or any renewal or extension thereof; and (iii) jointly and severally waive presentment for payment, demand, notice of protest, and any and all lack of diligence or delays in collection or enforcement hereof or in bringing suit for the collection hereof or in taking any other action hereunder. Maker and all others who may become liable for all or any part of the indebtedness evidenced hereby further agree with the Holder thereof that said Holder may, without notice, in such manner, on such terms and for such times(s) as the Holder may see fit, increase, extend, or renew this Note, and/or release any maker hereof, and/or substitute or add guarantors, and/or substitute or release all or any part of the collateral (real, personal or mixed) securing this Note, all without any way affecting, impairing, limiting, releasing or foregoing the joint and several liability of Maker and all endorsers and guarantors hereof not so released. The foregoing shall in all events be subject to the limitations on recourse set forth in Section 8 hereof.

8. The recourse of the Lender shall be limited as set forth in this Note and the Loan Agreement. It is agreed that the agreements limiting the exercise of remedies against Borrower or any general partner or managing member of Borrower, shall not:

- a. constitute a release, discharge or waiver of the indebtedness evidenced by the Note and the indebtedness evidenced by the Note shall continue until satisfied or paid in full;
- b. limit or be construed to limit the personal liability of the Borrower or any general partner of Borrower, for the performance of the covenants and obligations under the Loan Documents, other than the covenant to personally pay the indebtedness evidenced by the Note; or
- c. affect any additional remedies or liens which the Lender has for the indebtedness evidenced by the Note and for the enforcement of any rights which the Lender has under the Loan Documents.

Except as provided above, no general or limited partner or member of Borrower, or any affiliate thereof, nor any officer, director, shareholder or employee of any of said entities, shall have any personal liability hereunder.

9. Maker hereby represents and warrants to, and covenants with, Lender that the entire proceeds hereof have been or will be used for the purpose of eligible predevelopment costs incurred by Maker for the Development.
10. The rights and obligations created hereunder shall be construed and enforced according to, and shall be governed by, the laws of the State of California.
11. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions hereof invalid or unenforceable.

12. Lender shall not have the right to assign this Note without the prior written consent of Maker. Maker shall not have the right to assign this Note without the prior written notice of Lender.

WITNESS the following signatures and seals.

MAKER:

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Rick Westberg, Executive VP

**The Lakeland Collaborative**  
**Santa Fe Springs**  
**Projected Budget for Costs Spent pursuant to Development Agreement**  
**Project Entitlement & Funding App Budget**

<b>Entitlement &amp; Funding Application Budget</b>		<b>Amount</b>
Architect	Entitlement submittal	70,000
Landscape	Entitlement submittal	15,000
Civil	Site survey & drainage reports for entitlement	20,000
Entitlement	CEQA & NEPA processing & coordination	12,000
GHG Consulting	included in CEQA Consultant Scope	0
Environmental	Phase I & II (and engagement with oversight authorities)	40,000
Traffic Study	Supporting Doc for CEQA (if necessary)	10,000
Market Study	Funding Application(s) requirement	15,000
Legal	Negotiation - Developer's Risk/Pursuit	na
Planning Dept Fees	Entitlement fees	deferred
Contingency (10%)	To be approved by Asst. City Manager	18,000
<b>Subtotal</b>		<b>200,000</b>

## ASSIGNMENT OF WORK PRODUCT

This ASSIGNMENT OF WORK PRODUCT (the "Assignment") dated as of \_\_\_\_\_, 20\_\_, is made by THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC (the "Assignor"), and the HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the "Commission").

A. WHEREAS, the Commission and Assignor have entered into that certain Predevelopment Loan and Disbursement Agreement dated as of \_\_\_\_\_ (the "Loan Agreement"), pursuant to which the Commission has agreed to make a predevelopment loan to Assignor in the amount of \$200,000 (the "Predevelopment Loan"); and

B. WHEREAS, pursuant to the terms of the Loan Agreement, Assignor intends to use the proceeds of the Predevelopment Loan to pay for certain predevelopment work product (the "Work Product") in connection with the intended development of the Project, as defined in the Loan Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Security. Assignor hereby assigns to the Commission as collateral security for the Predevelopment Loan, and grants to the Commission a security interest in, all right, title and interest in the Work Product (the "Collateral") owned by the Assignor. Notwithstanding the foregoing, the Commission acknowledges that pledge or assignment of certain of the Work Product may require the consent of parties preparing such Work Product, and the assignment and grant set forth herein shall be subject to any such consent requirements and the interests of such parties in the Work Product.

2. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default " under this Assignment:

(a) The failure by Assignor to pay any amounts due in connection with the Predevelopment Loan as and when required under the terms and conditions of the Loan Agreement; or

(b) The Assignor shall (i) make an assignment for the benefit of creditors, or (ii) commence any case, proceeding or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of Assignor, seeking to have an order of relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, composition or other relief with respect to it or its debts; or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets; or

(c) there shall be commenced against the Assignor any case, proceeding or other action (i) such as described in (1) above, or (ii) seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial portion of the assets of the Assignor, and an order granting any relief sought in such case, proceeding or action shall be entered and continue unstayed and in effect for a period of ninety (90) consecutive days; or

(d) the Assignor shall generally admit in writing its inability to pay its debts as they become due.

3. Remedies Generally. Upon an Event of Default, the Commission shall have all of the following rights and remedies. Upon the occurrence of any of the events or conditions constituting an Event of Default hereunder, the Commission shall provide the Assignor with written notice of the existence of such default and Assignor shall have a period of thirty (30) business days after receipt of such written notice from the Commission to cure such default. If Assignor fails to cure such default by the thirtieth (30th) business day following receipt of such written notice from the Commission, the Commission shall not take possession or control of the Collateral, except upon a judicial determination that an Event of Default has occurred and pursuant to judicial process under the California Uniform Commercial Code (the "UCC"). In addition, the Commission shall not exercise its right under the UCC to sell the Collateral by extra-judicial sale in the absence of a judicial determination that an Event of Default has occurred and approval of such procedure of extra-judicial sale by a judicial proceeding pursuant to the UCC. Notwithstanding the foregoing sentence, but subject in all events to a judicial determination that an Event of Default has occurred, the Commission may elect pursuant to the UCC to foreclose or otherwise realize on its security interest in such Collateral by any available judicial process or procedure, including the judicial process undertaken to make the determination that an Event of Default has occurred. Following any judicial determination that an Event of Default has occurred as required hereunder, the Commission shall refrain from taking any action to pursue any remedy available hereunder for a period of not less than thirty (30) days from the date of such judicial determination (the "Remedy Abatement Period"). The Commission and Assignor acknowledge that, at any time prior to the completion of any exercise of remedies hereunder, including, without limitation, during the Remedy Abatement Period, the Assignor may appeal the judicial determination that an Event of Default has occurred and/or seek a judicially imposed stay of any exercise of remedies hereunder.

4. Rights Under the Loan Agreement. Unless an Event of Default shall have occurred and be continuing, the Assignor shall be entitled to exercise all of its rights under the Loan Agreement and Work Product and to receive all of the benefits thereunder as if the Collateral were not collateral subject to this Assignment.

5. Power to Sell Collateral. Upon any sale of all or any portion of the Collateral, in accordance with the terms hereof: (a) the Commission may bid for and purchase the property being sold, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in its own absolute right without further accountability; (b) the Commission may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold; (c) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of the Assignor of, in and to the property so sold shall be divested; such sale shall be a perpetual bar both at law and in equity against the Assignor, its successors or assigns; (d) the receipt of the Commission or its agent making such sale shall be sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and such purchaser or purchasers, and his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Commission or of such agent therefor, be obliged to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof; and (e) to the extent that they may lawfully do so, the Assignor agrees that they will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisalment, valuation, stay, extension or redemption laws, or any law permitting them to direct the order in which the Collateral or any portion thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Assignment.

6. Application of Moneys; Deficiency. Except as otherwise provided herein, all moneys which the Commission shall receive in accordance with the provisions hereof shall be applied (to the extent thereof), first, to the payment of all reasonable and actual out-of-pocket costs and expenses incurred in connection with the administration and enforcement of, or the preservation of any rights under, this Assignment or any of the reasonable and actual out-of-pocket expenses and disbursements of the Commission (including, without limitation, the reasonable fees and disbursements of its counsel and agents) in connection therewith; and second, to the payment of the Predevelopment Loan; and third, to the payment of any excess to the Assignor.

7. Remedies Cumulative. The remedies provided herein in favor of the Commission shall be deemed exclusive and shall be in lieu of all other remedies in favor of the Commission existing at law or in equity.

8. No Waiver. No delay on the part of the Commission in exercising any of its rights, remedies, powers and privileges hereunder, or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Assignment may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the party to be charged. No notice to or demand on the Assignor in any case shall entitle the Assignor to any other or further notice or demand.

9. Continuation in Force. The obligations of the Assignor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Assignor, (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of the obligations or this Assignment, or any other security therefor other than as expressly provided in this Assignment, or (c) any amendment to or modification of the Loan Agreement or any documents or instruments delivered in connection therewith or any other security therefor, whether or not the Assignor shall have notice or knowledge of any of the foregoing.

10. Binding Effect. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Commission and its successors and assigns. All agreements, representations and warranties made herein shall survive the execution and delivery of this Assignment and any sale of any portion of the Collateral.

11. Notices. Notices hereunder shall be sent to the party or parties entitled thereto by certified or registered mail, return receipt requested, at their respective addresses set forth in the Loan Agreement. Any such notice shall be deemed given on the date so mailed.

12. Termination. This Assignment and the security interests granted herein shall terminate immediately after payment and satisfaction of the Predevelopment Loan pursuant to the terms of the Loan Agreement and the [Predevelopment Loan Note]. The Commission agrees that upon such termination it will take such action as is necessary, or reasonably requested by the Assignor, to terminate the security interests granted herein and the effectiveness of all financing statements and other instruments filed with respect thereto.

13. Headings. The descriptive headings of the several sections of this Assignment are inserted for convenience only and shall not in any way affect the meaning of or construction of any provision of this Assignment.

14. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Governing Law. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of California applicable to contracts made and to be performed entirely therein.

16. Performance Unchanged. It is expressly agreed, anything herein or in the Promissory Note or the Loan Agreement to the contrary notwithstanding, that the Assignor shall remain liable to perform all of the obligations, if any, of theirs with respect to the Work Product, and the Commission shall not have any obligations or liabilities under the Loan Agreement by reason of or arising out of this Assignment, nor shall the Commission be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor pursuant to the Loan Agreement; provided, however, that the Commission acknowledges that, notwithstanding anything to the contrary contained in this Assignment, the Predevelopment Loan is without recourse to the Assignor and that the sole source of payment of the Predevelopment Loan or for the Assignor's obligations under this Assignment, if the Assignor does not make any payment required under the Predevelopment Loan Note or any document associated with the Predevelopment Loan or perform its obligations under this Assignment, shall be the Work Product and the Assignor's interest therein as provided herein.

*(document continues on following page)*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the first date set forth above.

**Assignor:**

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Rick Westberg, Executive VP

**Commission:**

HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE SPRINGS

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

ATTEST:

BY: \_\_\_\_\_  
RAYMOND R. CRUZ  
EXECUTIVE DIRECTOR/CITY MANAGER

APPROVED AS TO FORM:

BY: \_\_\_\_\_

RUSSELL A. HILDEBRAND  
AGENCY ATTORNEY

**FOR ITEM NO. 8  
PLEASE SEE ITEM NO. 9**



# City of Santa Fe Springs

City Council Meeting

January 28, 2021

## CONSENT AGENDA

Minutes of the November 12, 2020 and December 10, 2020 Special and Regular City Council Meetings

### RECOMMENDATION(S)

- Approve the minutes as submitted.

### BACKGROUND

Staff has prepared minutes for the following meeting:

- November 12, 2020 Meeting Minutes
- December 10, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz  
City Manager

### Attachments:

1. November 12, 2020 Meeting Minutes
2. December 10, 2020 Meeting Minutes



APPROVED:

## MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL AND PLANNING COMMISSION

November 12, 2020

1. **CALL TO ORDER**

Mayor Rounds and Chair Arnold called the meeting to order via teleconference at 4:45 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers: Rodriguez, Trujillo, Zamora, Mayor Pro Tem Mora and Mayor Rounds. Planning Commissioners: Aranda, Carbajal and Vice Chair Arnold.

**Members absent:** Commissioner Jimenez and Chair Ybarra.

3. **PUBLIC COMMENTS:** None.

### CITY COUNCIL & PLANNING COMMISSION

#### **JOINT STUDY SESSION**

4. General Plan Update Presentation

**Recommendation:**

- Receive presentation from the General Plan consultant and provide feedback on the General Plan draft Vision and Land Use Alternatives.

Planning Director, Wayne Morrell introduced consultant Jose Rodriguez from MIG.

Mr. Rodriguez introduced MIG consultant Laura Stetson to provide the presentation on the General Plan Update.

Ms. Stetson began her presentation by stating that this presentation was mainly informational and no action was to be taken at this meeting; this was an introduction to receive direction for the final approval that will be demonstrated at the Council Meeting of December 10, 2020.

Ms. Stetson provided an overview of what the community's history is on the General Plan; she stated the last time there was a General Plan update was in the 90's. She continued her presentation going over the recommendations for the General Plan update.

Vice Chair Arnold expressed he does not want to push religious organizations outside the community. He stated that he does not want to have the General Plan to not allow certain sections to zone out religious groups. He also spoke about the issues related to the mix-use by the train station; expressed concerns for the parking and also the sound from the train. Last, he expressed he wants to avoid density in the R-1 Zones.

Ms. Stetson addressed Vice Chair Arnold's questions. She stated there will be no changes in the R-1 Zone, and that family neighborhoods would remain the same. In regards to the train concerns, Ms. Stetson said she will make a note of his concerns. Ms. Stetson also addressed the parking concerns to ensure that the overflow does not go to the residential area. Last, she addressed the mix-use zone for religious organizations and stated she would also note the request to avoid having these organizations zoned out of the city.

City Manager, Raymond R. Cruz inquired what the overall strategy is to take away the three "T's" – Trucks, Traffic and lack of Sales Taxes - such as the lack of logistic location of warehouses and what the plan is to address those concerns in the General Plan Update.

Ms. Stetson stated the intent is to stay business friendly to allow a great range of industrial and commercial use. Her understanding is that the City would like to have greater use of the locations near the freeway; as for the logistics businesses, that is where they are looking for input on what businesses the City wants to encourage and discourage to be in the City.

Mr. Rodriguez added that the mix-uses by the train station would add housing units. The General Plan update encourages the City to provide 950 more housing in that area and additional in the downtown area such as the Telegraph Road area. However, that is not the only request that was expressed; he noted there was a request to bring in more restaurants to the City as well.

Mr. Morrell stated that the community has expressed interest in having a place of entertainment such as a downtown area where they can go eat and be entertained. He also stated that the residents expressed having less logistics type of businesses in the City.

Vice Chair Arnold expressed how the City should encourage manufacturing businesses rather than just encouraging logistics warehouses to gain sales tax.

Planning Commissioner Carbajal expressed interest in having steel craft businesses in the City such as the one in the City of Bellflower.

Council Member Rodriguez stated that residents she has spoken to have expressed interest in having more restaurants such as the City of Pasadena and City of Downey whom have had outdoor dining. She inquired whether during the meetings residents have expressed interest of having outdoor dining on the streets.

Mr. Morrell stated that in most of the meetings there was not as much interest in opening the streets for outdoor dining.

**5. ADJOURNMENT**

Mayor Rounds and Vice Chair Arnold adjourned the joint meeting at 5:55 p.m.

\_\_\_\_\_  
William K. Rounds  
Mayor

**ATTEST:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Ybarra  
Chair

**ATTEST:**

\_\_\_\_\_  
Teresa Cavallo  
Planning Commission Secretary

\_\_\_\_\_  
Date



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

December 10, 2020

1. **CALL TO ORDER**

Mayor Pro Tem Mora called the meeting to order via teleconference at 6:00 p.m.

2. **ROLL CALL**

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

**Members absent:** Mayor Rounds

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

3. **PUBLIC COMMENTS**

None.

### CITY COUNCIL

**NEW BUSINESS**

4. Certification of the November 3, 2020 General Municipal Election

**Recommendation:**

- Receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk
- Waive reading in full and adopt Resolution No. 9700 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 3, 2020, declaring the results, and such other matters as provided by law.

It was moved by Council Member Trujillo, seconded by Council Member Rodriguez, to receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk and adopt Resolution No. 9700 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 3, 2020, declaring the results, and such other matters as provided by law, by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

5. Administration of Oath of Office

6. Installation of Mayor and Mayor Pro Tem

City Clerk declared the Office of the Mayor vacant.

Council Member Trujillo nominated John Mora for Mayor. With no other nominations and hearing no objections, John Mora was appointed as Mayor.

City Clerk declared the Office of the Mayor Pro Tem vacant.

Council Member Sarno nominated Annette Rodriguez for Mayor Pro Tem. With no other nominations and hearing no objections, Annette Rodriguez was appointed as Mayor Pro Tem.

Council Member Trujillo congratulated to both newly elected Council Members Sarno and Zamora.

Council Member Rodriguez congratulated both newly elected Council Member Sarno and Zamora. She expressed how one of the hardest jobs is to run for public office.

Mayor Mora congratulated newly elected Council Members. Also congratulated Annette Rodriguez for being nominated for Mayor Pro Tem.

## **PUBLIC FINANCING AUTHORITY**

### **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 Public Financing Authority.*

- a. Minutes of the November 12 and 24, 2020 Public Financing 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 Public Financing Authority (PFA) (Finance)  
**Recommendation:**
  - Receive and file the report.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, to approve Item Nos. 7A & 7B, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodriguez, Mora

**Nays:** None

**Absent:** None

## **WATER UTILITY AUTHORITY**

### **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 Water Utility Authority.*

- a. Minutes of the November 12 and 24, 2020 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.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to approve Item Nos. 8A through 8C, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

#### **HOUSING SUCCESSOR**

#### **9. CONSENT AGENDA**

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

Minutes of the November 12 and 24, 2020 Housing Successor Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None

**Absent:** None

#### **SUCCESSOR AGENCY**

#### **10. CONSENT AGENDA**

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

Minutes of the November 12 and 24, 2020 Successor Agency Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nayes:** None  
**Absent:** None

**CITY COUNCIL Continued**

**11. CONSENT AGENDA**

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

- a. Minutes of the November 12 and 24, 2020 Regular City Council Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

- c. Resolution No. 9698 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties (Fire)

**Recommendation:**

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties; and
- Adopt Resolution No. 9698.

- d. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (Pursuant to Government Code Section 8630) (City Attorney)

**Recommendation:**

- Adopt Resolution No. 9701:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to approve Items Nos. 9A through 9D, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nayes:** None  
**Absent:** None

**NEW BUSINESS**

- 12. Consideration of an Ordinance of the City Council Amending Santa Fe Springs Municipal Code Section 30.15 to Move Regular City Council Meetings from Second and Fourth Thursdays to First and Third Tuesdays (City Manager)**

**Recommendation:**

- Introduce by title only and waive further reading of Ordinance No. 1115.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Trujillo, to introduce by title only and waive further reading of Ordinance No. 1115, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nayes:** None  
**Absent:** None

**13. Adopt Salary Schedule Modifications to Comply with Minimum Wage Requirements (Finance)**

**Recommendation:**

- Adopt salary schedule changes outlined below and attached to be effective with the pay period starting December 20, 2020.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to adopt salary schedule changes outlined below and attached to be effective with the pay period starting December 20, 2020, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nayes:** None  
**Absent:** None

**14. Authorize the Purchase of Banquet Chairs from Mity-Lite, Inc by Piggybacking off of CMAS Cooperative Contract No. 4-17-71-0111B; and Declare the Old Banquet Chairs Surplus (Finance)**

**Recommendation:**

- Authorize the purchase of banquet chairs from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$38,795.79 for this transaction and;
- Declare the old banquet chairs surplus and authorize their disposal at public auction.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to authorize the purchase of banquet chairs from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and, authorize the Director of Purchasing Services to issue a purchase order in the amount of \$38,795.79 for this transaction and, declare the old banquet chairs surplus and authorize their disposal at public auction., by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nayes:** None  
**Absent:** None

**15. On-Call Professional Engineering Services – Authorization to Advertise Request for Proposals (Public Works)**

**Recommendation:**

- Authorize the City Engineer to Advertise a Request for Proposals to

provide On-Call Professional Engineering Services.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to authorize the City Engineer to Advertise a Request for Proposals to provide On-Call Professional Engineering Services, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**16. Aquatic Center Roof Replacement Project – Authorization to Advertise (Public Works)**

**Recommendation:**

- Approve adding the Aquatic Center Roof Replacement Project to the Capital Improvement Plan;
- Appropriate \$190,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Approve the Project Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve adding the Aquatic Center Roof Replacement Project to the Capital Improvement Plan, appropriate \$190,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project, approve the Project Specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**17. Tree Maintenance Services: Authorization to Advertise Request for Proposals (Public Works)**

**Recommendation:**

- Authorize the Director of Public Works to advertise a Request for Proposals to provide Tree Maintenance Services.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Sarno, to authorize the Director of Public Works to advertise a Request for Proposals to provide Tree Maintenance Services, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**18. Appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees (City Clerk)**

**Recommendation:**

- Appoint a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative for a 2 or a 4 year term commencing on January 1, 2021.

Council Member Sarno nominated Council Member Zamora. Council Member Zamora accepted.

City Clerk Janet Martinez recommended for Council to appoint an interim representative to the January 2021 meeting as Council Member Zamora's appointment would not begin until February 2021. City Manager Raymond R. Cruz stated that he would appoint a representative to attend the January 2021 meeting.

**19. Approve an Agreement with Benefit Financial Services Group (BFSG, LLC) for Plan and Investment Advisory Services Pertaining to the 457 Deferred Compensation Plan (Finance)**

**Recommendation:**

- Authorize the Mayor to execute an agreement with Benefit Financial Services Group (BFSG) for plan and investment advisory services pertaining to the 457 Deferred Compensation Plan.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to authorize the Mayor to execute an agreement with Benefit Financial Services Group (BFSG) for plan and investment advisory services pertaining to the 457 Deferred Compensation Plan, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**20. General Plan Update-Preferred Draft Land Use Plan, Review of Land Use Alternatives for Four Focus Area, and Specific City Staff Recommendations to Revise the Land Use Plan, that will allow for the Preparation of the Draft General Plan and Draft Environmental Impact Report for Public Review (Planning)**

**Recommendation:**

- Confirm Staffs directions, thus far, on the Preferred Draft Land Use Plan for the General Plan; and
- Review the land use alternatives for the four focus areas and provide directions regarding the preferred alternatives; and
- Consider and provide direction on specific City staff recommendations to revise the land use plan, as indicated in attached Figure 1 and Figure 2

Planning Director, Wayne Morrell provided a brief presentation on Item No. 20. He called on Jose Rodriguez from MIG to provide a presentation on land use alternatives focus areas. Discussion ensued amongst Council, and unanimously agreed on staff's recommendations.

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

- City Manager, Raymond R. Cruz thanked all City employees for their work on getting the City through the pandemic so far. He specifically thanked the Executive Team for assisting with guidance to staff to be able to work remotely. He also thanked the City Council for their support in keeping staff and the general public safe. He thanked the

residents for being flexible with the constant changes that the City has made to ensure everyone's safety during the pandemic. Lastly, he congratulated the newly elected councilmembers and wished everyone Happy Holidays.

- Director of Public Works, Noe Negrete spoke about the crosswalk striping on Florence Avenue at Orr & Day Road. He also spoke about upcoming paving work at the Los Nietos Road and Santa Fe Springs Road intersection. Lastly, he wished everyone Happy Holidays.
- Director of Planning, Wayne Morrell spoke about a new upcoming business in the City called "Mr. Fries Man" who will offer eclectic food items. He also wished everyone on behalf of the Planning Department a Merry Christmas.
- Director of Police Services, Dino Torres congratulated the newly seated Mayor and Mayor Pro Tem, and wished everyone a Merry Christmas.
- Fire Chief, Brent Hayward congratulated the newly elected councilmembers and provided an update on COVID-19 cases within the City. He also spoke about a presentation to Whittier Police Office Perez in regards to a domestic violence case in which he intervened and took heroic action. Lastly, he spoke about the retirement of two Fire-Rescue employees: Tom Hall and Raul Diaz.
- Director of Finance and Administrative Services, Travis Hickey congratulated the newly elected councilmembers and newly seated Mayor and Mayor Pro Tem. He wished everyone a Happy Holiday season.
- Director of Community Services, Maricela Balderas provided an update on the Neighborly Elf Basket Program and the "You've Been Jingled" program. She also spoke about the restoration of the Christmas Float by the Parks and Recreation and Public Works staff, and announced that safety protocols will be in place. She also provided an update on the openings of playgrounds across the City, and provided updated hours of operations for City parks. She also provided information on the Virtual Las Posadas and the judging of the Christmas Home Decorating contest. Lastly, she congratulated Council on their new positions and wished everyone a Merry Christmas.

## **22. COUNCIL COMMENTS**

Councilmember Sarno expressed his excitement at being back on the City Council, and stated that he looks forward to working with the rest of the Council to better serve the community. He also wished everyone in attendance a Merry Christmas.

Councilmember Trujillo congratulated the newly elected Councilmembers and asked for the unused donated money to be added to next year's basket program. She wished everyone Happy Holidays.

Councilmember Zamora thanked staff for assisting residents and the business community. He also congratulated Mayor Mora and Mayor Pro Tem Rodriguez on their

new positions, invited residents to a “Polar Express” toy drive on December 13, and wished everyone a Merry Christmas.

Mayor Pro Tem Rodriguez congratulated Officer Perez and the Fire-Rescue retirees. She also thanked staff for the virtual events and congratulated Mayor Mora on his position, as well as the newly elected councilmembers. She also thanked everyone who supported her during her first 2 years, and expressed that Council will work in unison to work through the challenges brought about by the pandemic. Lastly, she wished everyone a Merry Christmas.

Mayor Mora echoed the sentiments of City Manager Raymond R. Cruz and assured everyone that the City will work together to move the City in a positive direction. He thanked former Council Member Rounds for his time in office, and also thanked Officer Perez as well as the two Fire-Rescue retirees. He wished everyone in attendance a Merry Christmas

**CLOSED SESSION**

**23. THREAT TO PUBLIC SERVICES OR FACILITIES**

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

**CLOSED SESSION**

**24. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One Case

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***Mayor Mora recessed the meeting at 7:55pm***

***Mayor Mora reconvened the meeting at 8:56pm***

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**25. CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

**26. ADJOURNMENT**

Mayor Mora adjourned the meeting at 8:56 p.m.

---

John M. Mora  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date



# City of Santa Fe Springs

## City Council Meeting

January 28, 2021

### NEW BUSINESS

Approval of Amendment Number One to Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest

#### **RECOMMENDATIONS:**

- Approve Amendment Number One to the Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest.
- Authorize the Director of Community Services to administer the agreement and execute any additional amendments as needed.

#### **BACKGROUND**

At the November 12, 2020 City Council meeting, Council approved a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn. The PSA was approved in the amount of \$49,600 for the 2021 Art Fest which included a Juried Film Exhibit and Collector's Night (now known as the Preview & Art Showcase).

At the time of the approval, it was determined that in the event that the 2021 SFS Art Fest was canceled due to Covid-19, there would not be a virtual program. The costs of the virtual program were considered to be too cost prohibitive. In addition, payments to the consultant had been mostly deferred to further along in the planning process to allow for consideration of event cancellation.

With the resurgence in Covid-19 cases throughout the State of California, staff have been exploring options for still holding the event but later in the year. The best option found was to hold the event on November 5, 2021 with the Preview & Art Showcase scheduled for November 4, 2021. The consultant is in agreement with City staff regarding the date change. All exhibits in the original agreement have been adjusted to accommodate this new event date, including the payment schedule. Also, because the wedding season bookings end in October 2021, there is no need to transfer a wedding to the Heritage Park venue.

The Art Fest Consultant, Sandra Hahn, received \$10,000 at the signing of the agreement. To date, the consultant has spent approximately \$4,000 on preparations for the event in the categories of Concept and Design, Marketing, meetings with potential sponsors, filmmakers, and updating all materials associated with the event. With the new event date, the next payment of \$10,000 would be made on August 23, 2021.

The 2021 Art Fest will follow the same format as in previous years and will continue to include educational workshops, local artists and art vendors, art for purchase, and enhanced entertainment, food and beverages. The film component will also continue in 2021. Additionally, Ms. Hahn will be instrumental in coordinating and enhancing the Preview & Art Showcase (formerly Collector's Night) on Thursday, November 4,



# City of Santa Fe Springs

## City Council Meeting

January 28, 2021

2021. On this evening, our business residents will have an opportunity to enjoy an art mixer, view art, and purchase art pieces as well. We will work with the Santa Fe Springs Chamber of Commerce to promote this event and ensure its success.

The following are the anticipated services to be performed by the consultant for the 2021 Art Fest.

### Pre-Art Fest Preparation:

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

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

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

*Collector's Night – Thursday, November 4, 2021* – Coordinate all art mediums and display throughout select areas of the Clarke Estate. Create opportunities to meet with artists, film directors, actors and the business community.

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

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

*Marketing* – Design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, program with map, and sponsorship brochure), SFS ARTFEST Logo, design ad for electronic billboards, with City's approval and specifications. Design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening. Consult with the City's Social Media Administrator for cross promotions and marketing materials using the City's logo and/or approved designs involving 2021 SFS ARTFEST through each party's social media forums (i.e. Facebook, Twitter, Instagram) and the website for the Heritage Arts in Public Places Program which will link with the consultant's website "Uptowncrawlers.com."



# City of Santa Fe Springs

## City Council Meeting

January 28, 2021

### Art Fest Event Implementation:

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

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

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

### Post Art Fest and Evaluation Report:

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

### Meetings with City Staff:

Consultant will participate in all of the 2021 Art Fest Planning Committee meetings (meetings scheduled once a month, time and date to be determined). Meeting dates may be changed at the mutual consent of both parties.

**PROPOSED TOTAL COST: \$49,600.00**

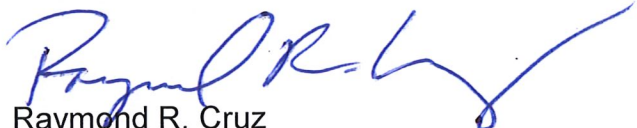
The Mayor may call upon Joyce Ryan, Library Services Division Director, to answer any questions the Council may have regarding the Professional Services Agreement.

### LEGAL REVIEW

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

### FISCAL IMPACT

The funding to cover the \$49,600.00 for the 2021 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program fund (10511001) and has no impact on the City's general fund.

  
Raymond R. Cruz  
City Manager

### Attachments

1. Amendment Number One to Professional Services Agreement with Crepes & Grapes Café, LLC. for 2021 SFS ARTFEST
2. Addendum Revised Exhibits A-D

Report Submitted By: Maricela Balderas/Joyce Ryan  
Department of Community Services

Date of Report: January 21, 2021

**CITY OF SANTA FE SPRINGS  
AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
CREPES & GRAPES CAFÉ, LLC  
FOR 2021 SFS ARTFEST**

THIS AMENDMENT NUMBER ONE ("Amendment") to the Professional Services Agreement is made and entered on this 28<sup>th</sup> day of January 2021, by and between the CITY OF SANTA FE SPRINGS ("City"), and CREPES & GRAPES CAFÉ, LLC ("Consultant").

**RECITALS**

A. On November 12, 2020, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide consulting services for the 2021 Art Fest event.

B. Due to the uncertainty of holding public events because of the COVID-19 state of emergency and related public health orders, the City and Consultant desire to amend certain terms and provisions of the Agreement as set forth in this Amendment.

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

1. Exhibits A through D to the Agreement are replaced with the revised Exhibits A through D attached to this Amendment.
2. Section 4.1 of the Agreement, Term, is amended to reflect that the term of the Agreement is extended through December 31, 2021.
3. Except as set forth in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

\_\_\_\_\_  
John M. Mora, Mayor

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

CONSULTANT

\_\_\_\_\_  
Sandra Hahn, Chief Executive Officer

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

APPROVAL AS TO FORM

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Ivy M. Tsai, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### ***Artist Recruitment***

- "Calling All Artists"—Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure approximately 175 Artists with no more than two pieces of art per artist; medium of art should include but not limited to:
  - Fine Arts
  - Chalk artists (to provide live artwork in the making)
  - Street Art
  - Educational workshops/crafts
  - Caricature artist
  - Poetry
  - Performing artist/Live Installations
- Recruit and coordinate selection of two featured artists. Consultant shall provide a proposal of recommended Artists to be featured. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured and guest artists.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no less than twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

#### ***Jury Competition and Art Handling of Awards***

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

#### ***Juried Film International Exhibit / Film Freeway Platform***

- Shall provide "Open Call" for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.
- Approximately 8-15 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.
- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.

#### ***Preview & Art Showcase - Thursday, November 4, 2021***

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

#### ***Donations/Sponsorships/Silent Auction***

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.
- Use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options.
- Consultant to heavily promote online pre-registration including pre-registration of payment methods.

#### ***Curation of art***

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

#### ***“Chalking It Up”***

- Consultant shall provide “Open Call” for chalk artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 2-4 artists to create live installations. Selected artists will be designated in areas throughout the festival grounds for a live competition.
- Consultant will provide collateral materials, recruitments, and jury packets.
- Consultant will provide awards and staffing.

#### ***Marketing***

- Collaborate and consult the CITY’s Social Media Administrator to promote and market ARTFEST 2021 through each Party’s social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.

#### **Art Fest Event Implementation:**

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.

- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

#### **Post Art Fest and Evaluation**

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

## EXHIBIT B

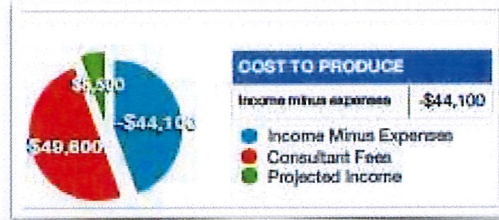
### CONSULTANT'S PROPOSAL

#### 2021 SFS ARTFEST

01-11-21 revised

ART INCOME	
City SFS Budget	48,000K
Art Sales	\$1,000
Silent Art Auction	\$2,500
Art Sponsorships	\$2,000
<b>TOTAL PROJECTED INCOME</b>	<b>\$5,500</b>

#### PLAN A - PROPOSAL BUDGET



#### NOVEMBER 5, 2021 ART FESTIVAL EXPENSES

##### CONSULTANT FEE BREAKDOWN - REVISED DATES

<b>MARKETING / ADVERTISING</b>	\$5,300
<ul style="list-style-type: none"> <li>Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2021 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.</li> <li>Attend various art events/shows (number &amp; locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.</li> </ul>	
<b>DESIGN CONCEPT MATERIALS</b>	\$5,800
Design for print and visual marketing materials. "Call to Artists" postcards, Save the date cards, sponsorship brochure, event map program, designs website, social media banners, Chamber Ads, billboard, Silent Auction, Film Fest and other supporting materials.	
<b>PRINT COLLATERAL MATERIALS</b>	\$5,500
Postcards 10K, save-the-date fliers 10K, map event program 200pc, sponsorship brochure 200pc and artist banners. (SFS City responsible for postage & bulk mail expenses)	
<b>DEDICATED WEBSITES</b>	\$5,500
Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - <a href="http://www.artcrawlfeest.com">www.artcrawlfeest.com</a> / We will be linking the Heritage Arts Advisory Committee & SFS City.	
<b>PREVIEW &amp; ART SHOWCASE - THURSDAY, NOVEMBER 4, 2021</b>	\$2,800
<ul style="list-style-type: none"> <li>Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community.</li> <li>Consultant shall provide staffing and arrange refreshments.</li> </ul>	
<b>FEATURED ARTISTS</b>	\$3,500
Recruit and or coordinate selection of featured artists; recommendation for two Feature Artists / Fine Arts and Film. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The two featured artist and guest artist would receive a stipend, solely responsible for the handling of all artworks and art transportation by the Art Consultant.</i>	
<b>ARTIST RECRUITMENT &amp; CURATION OF ART</b>	\$6,900
<ul style="list-style-type: none"> <li>"Calling All Artists"-Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 175 Artists with no more than two pieces of art per artist. Medium of art should include but not limited to: <ul style="list-style-type: none"> <li>Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media.</li> <li>Chalk Artists - to provide live artwork in the making. Artists Fees paid by SFS City</li> <li>Street Art / Caricature Artist</li> <li>Educational Workshops / Crafts</li> <li>Performing Artist / Live Installations / Poetry / Spoken Word</li> </ul> </li> <li>Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.</li> <li>Help recruit and secure no less than Twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.</li> <li>Collect, secure and store all submitted art work. City to provided location.</li> <li>Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.</li> </ul>	

NOVEMBER 5, 2021 ART FESTIVAL EXPENSES	
<b>ART FEST EVENT IMPLEMENTATION:</b> <ul style="list-style-type: none"> <li>- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.</li> <li>- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels.</li> <li>- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).</li> <li>- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name</li> <li>- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.</li> </ul>	\$4,800
<b>JURY COMPETITION AND ART HANDLING OF AWARDS</b> <ul style="list-style-type: none"> <li>- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.</li> <li>- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.</li> <li>- Best of Show Ribbons will be rewarded.</li> <li>- Consultant will provide honorariums for jury and awards.</li> </ul>	\$3,000
<b>SILENT ART AUCTION</b> Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community. <ul style="list-style-type: none"> <li>• Using auction software that specifically supports mobile bidding and auction website creation.</li> <li>• Creating an online item catalog with our auction items</li> <li>• Descriptions, starting bids, and/or buy-it-now options</li> <li>• Heavily promoting online pre-registration</li> <li>• Including pre-registering payment methods</li> <li>• Setting a timeframe for the online auction spanning several days (rather than a single one-time event).</li> <li>• Shipping and or dropping items to winning bidders in a timely manner / (some service fees may apply)</li> </ul>	\$2,000
<b>JURIED INTERNATIONAL FILM EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST</b> <ul style="list-style-type: none"> <li>- Shall provide "Open Call" for emerging filmmakers through Film Freeway.</li> <li>- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.</li> <li>- Approximately 8-15 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival.</li> <li>- Recruitment of 2-3 multi media filmmakers to create installations.</li> <li>- Consultant will provide materials, staff, honorarium for host &amp; film director.</li> </ul>	\$3,500
<b>POST ART FEST / EVALUATION</b> <ul style="list-style-type: none"> <li>- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report).</li> </ul>	\$1,000
<b>2021 PAYMENT SCHEDULE "A"</b> <ol style="list-style-type: none"> <li>1. Execution of the Agreement PAID: \$10,000</li> <li>2. Completion of artist recruitment orientation August 23, 2021: \$10,000</li> <li>3. Payment on Oct 15, 2021: \$10,000</li> <li>4. Completion of event on November 5, 2021: \$17,000</li> <li>5. Post-SFS ARTFEST evaluation report December 1, 2021: \$2,600</li> </ol>	
<b>TOTAL:</b>	<b>\$49,600</b>

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

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

1. Upon execution of the Agreement, the Consultant shall be paid \$10,000 (N.B.: This amount was paid on 12/23/20);
2. Upon completion of the informational artist recruitment orientation meeting by August 23, 2021 (date and time of meeting to be determined by CITY and Consultant) the Consultant shall be paid \$10,000;
3. Payment on October 15, 2021, the Consultant shall be paid \$10,000;
4. Upon completion of the SFS ARTFEST event on November 5, 2021, the Consultant shall be paid \$17,000; and
5. Upon completion of the Post-SFS ARTFEST evaluation report, the Consultant shall be paid \$2,600.

## EXHIBIT D

### PROJECT SCHEDULE

#### Meetings with City

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

- 3rd Tuesday of the month, May – June, 2021 (time to be determined by CITY)
- 2nd Tuesday of the month, July – September, 2021 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

#### CONSULTANT LIST OF DELIVERABLES

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

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

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

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

- a. Consultant shall design and print the visual marketing materials (i.e., "Call to Artist" postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than June 1, 2021 and continue promotion through October 16, 2021.
- b. Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2021 through each Party's social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name

"Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. Art Fest Event Promotional Flyers shall be disseminated no later than July 31, 2021 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening and be approved by City by July 16, 2021.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than June 1, 2021 and remain available through October 16, 2021. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than June 1, 2021.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by August 2021 (Specific date to TBD by Consultant) or via Zoom. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2021. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 150 and 200 exhibiting artists. Of those exhibiting artists: Between 75 and 100 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Gallery Artists with one selected curator to represent artists, each artist will showcase between 5 and 10 pieces of artwork each; 30 Silent Auction items; and 20-30 Artist retail Vendors.
- l. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable

sponsors for payment by October 16, 2021. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2021.

m. Art vendors submittals shall include but is not limited to the following:

- i. Fine arts
- ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
- iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
- iv. Face painting and balloon artists
- v. Street Art (muralist providing live art on canvas)
- vi. Budget for live artwork in the making (location to be determined)
- vii. Educational workshops/crafts (professional / CITY staff driven)
- viii. Caricature Artists
- ix. Poetry (designate a poetry recital location)
- x. Performing Artist (to be part of entertainment)
- xi. Art Installations (i.e., Sculpture Garden)
- xii. Film Installations
- xiii. Photography

n. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.

o. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.

- Coordinate donations delivery and pick-up with artist and donors.
- Maintain the Silent Auction database.
- Input and update donations received in database.
- Input all contact information from donor into database.
- Keep track of all items received.
- Determine starting values for each Silent Auction item.
- Create bid sheets for each Silent Auction item.
- Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Preview & Art Showcase on November 4, 2021. Tend to Silent Auctions throughout the evening.
- Be in regular communication with Consultant's staff during Silent Auction.
- Remove unclaimed items and return to respective artist(s).
- Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.

p. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper

application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.

- q. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via [www.artcrawlfest.com](http://www.artcrawlfest.com). No submissions will be permitted after the deadline of October 20, 2021.
- r. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by October 22, 2021.
- s. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
  - Friday, October 29, 2021 - 11:00a.m. – 3:00p.m. (Art Deliveries)
  - Saturday, October 30, 2021 - 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
  - Monday, November 1, 2021 - 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
  - Tuesday, November 2, 2021 - 8:00a.m. – 4:00p.m. (Art Deliveries)
  - Wednesday, November 3, 2021 - 8:00a.m. – 4:00p.m. (Art Installations)
  - Thursday, November 4, 2021 - 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
  - Thursday, November 4, 2021 – 5:00 p.m. – 9:00 p.m. (PREVIEW & ART SHOWCASE)
  - Friday, November 5, 2021 - 8:00a.m. – 12:00a.m. (DAY OF EVENT)
  - Saturday, November 6, 2021 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- t. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- u. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by November 1, 2021 or TBD.
- v. Consultant to assist and research local community based Food venders.
- w. Consultant to assist City with event entertainment timeline for program.
- x. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- y. CITY will provide all checks for Feature and Guest Artist prior to event.

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

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by November 4, 2021
- c. Consultant shall have all artwork hung and displayed by November 4, 2021, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed

- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate
- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases
- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of items sold and money collected by November 15, 2021. Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

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

- a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on December 3, 2021 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the January 25, 2022 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, a total cost breakdown and analysis, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

January 28, 2021

## NEW BUSINESS

### Florence Avenue Widening – Final Payment

#### **RECOMMENDATION**

- Approve the Final Payment to Hardy & Harper Company of Lake Forest, California in the amount of \$64,152.85 (less 5% retention).

#### **BACKGROUND**


On February 13, 2020 the City Council awarded a contract to Hardy & Harper Company of Lake Forest, California in the amount of \$2,708,500.00 for the Florence Avenue Widening project. The primary project objective is to accommodate approximately one-half mile of three lanes of travel in the Westbound and Eastbound directions on Florence Avenue between Orr & Day Road to Pioneer Boulevard.

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

The final construction cost is \$2,698,028.47. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$3,200,000.00.

#### **FISCAL IMPACT**

The Florence Widening project is approved and funded by Metropolitan Transportation Authority (MTA). The City will be reimbursed for the project costs at the conclusion of the project. The total project cost including construction, engineering and inspection, and contingency is \$3,200,000.

  
Raymond R. Cruz  
City Manager

#### **Attachment:**

Attachment No.1: Final Payment Detail

Report Submitted By: Noe Negrete  
Director of Public Works



Date of Report: January 21, 2021

## Payment Detail:

FLORENCE AVENUE WIDENING  
(ORR AND DAY ROAD TO PIONEER BOULEVARD)

Contractor: Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630

Final Payment: \$ 64,152.85

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Mobilization.	1	LS	\$ 100,000.00	\$ 100,000.00		\$ -	1.00	\$ 100,000.00
2.	Construction survey and monument perpetuation.	1	LS	\$ 30,000.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00
3.	Clearing and grubbing.	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00
4.	Traffic control.	1	LS	\$ 44,650.85	\$ 44,650.85		\$ -	1.00	\$ 44,650.85
5.	Preparation, implementation and modification of the SWPPP.	1	LS	\$ 20,000.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00
6.	Furnish and install signing, traffic striping, markings and markers.	1	LS	\$ 30,000.00	\$ 30,000.00	0.10	\$ 3,000.00	1.00	\$ 30,000.00
7.	Roadway unclassified excavation.	4,400	CY	\$ 52.00	\$ 228,800.00		\$ -	4080.00	\$ 211,120.00
8.	Unclassified excavation.	600	CY	\$ 175.00	\$ 105,000.00		\$ -	588.00	\$ 102,900.00
9.	Untreated base / over-excavation.	150	CY	\$ 77.00	\$ 11,550.00		\$ -	7.00	\$ 539.00
10.	Install traffic loop detectors.	1	LS	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00
11.	Remove existing and construct 10" PCC curb and gutter over 4" CMB per modified Santa Fe Springs Std. No. R-7, A(24").	36	LF	\$ 55.00	\$ 1,980.00		\$ -	36.00	\$ 1,980.00
12.	Remove existing and construct 8" PCC curb and gutter over 4" CMB per Santa Fe Springs Std. No. R-7, A2.	1,600	LF	\$ 45.25	\$ 72,400.00		\$ -	1649.30	\$ 74,630.83
13.	Remove existing and construct 6" PCC curb and gutter over 4" CMB per Santa Fe Springs Std. No. R-7, A4.	186	LF	\$ 47.00	\$ 8,742.00		\$ -	186.00	\$ 8,742.00
14.	Remove existing and construct 6" median curb over 4" CMB per Santa Fe Springs Std. No. R-7, B1.	2,644	LF	\$ 33.25	\$ 87,913.00		\$ -	2655.00	\$ 88,278.75
15.	Remove existing and construct variable height median curb over 4" CMB per modified Santa Fe Springs Std. No. R-7, B1.	186	LF	\$ 34.50	\$ 6,417.00		\$ -	186.00	\$ 6,417.00
16.	Remove existing and construct 4" PCC sidewalk over 4" CMB per Santa Fe Springs Std. No. R-2, R-2.1, and R-2.2.	8,252	SF	\$ 10.00	\$ 82,520.00		\$ -	7405.00	\$ 74,050.00
17.	Construct 4" PCC sidewalk over 4" CMB per Santa Fe Springs Std. No. R-2, R-2.1 and R-2.2.	3,402	SF	\$ 10.00	\$ 34,020.00		\$ -	1980.00	\$ 19,800.00
18.	Remove existing and construct PCC residential driveway over 4" CMB per Santa Fe Springs Std. No. R-6.1.	300	SF	\$ 10.60	\$ 3,180.00		\$ -	365.00	\$ 3,869.00
19.	Remove existing and construct PCC commercial driveway over 6" CMB per Santa Fe Springs Std. No. R-6.2.	270	SF	\$ 17.50	\$ 4,725.00		\$ -	334.00	\$ 5,845.00
20.	Remove existing and construct PCC curb ramp over 4" CMB per Caltrans Std. Plan A88A with black truncated domes.	10	EA	\$ 4,500.00	\$ 45,000.00		\$ -	11.00	\$ 49,500.00
21.	Construct PCC curb ramp over 4" CMB per Caltrans Std. Plan A88A with black truncated domes.	3	EA	\$ 4,500.00	\$ 13,500.00		\$ -	3.00	\$ 13,500.00
22.	Remove existing and construct PCC curb ramp over 4" CMB per Caltrans Std. Plan A88B with black truncated domes.	3	EA	\$ 4,500.00	\$ 13,500.00		\$ -	4.00	\$ 18,000.00
23.	Remove existing and construct 4" PCC pavement.	50	SF	\$ 10.00	\$ 500.00		\$ -		\$ -
24.	Remove existing and construct 4" stamped concrete median over 4" CMB.	2,930	SF	\$ 15.00	\$ 43,950.00		\$ -	4357.00	\$ 65,355.00
25.	Remove existing PCC curb only.	2,163	LF	\$ 9.00	\$ 19,467.00		\$ -	2905.00	\$ 26,145.00
26.	Remove existing PCC curb and gutter.	2,011	LF	\$ 12.00	\$ 24,132.00		\$ -	3366.00	\$ 40,392.00
27.	Construct asphalt concrete pavement.	6,442	TON	\$ 85.00	\$ 547,570.00		\$ -	6108.00	\$ 519,180.00
28.	Construct 1.5" asphalt rubber hot mix (ARHM) pavement.	1,560	TON	\$ 84.00	\$ 131,040.00		\$ -	1709.84	\$ 143,626.56
29.	Construct type II slurry.	54,320	SF	\$ 0.52	\$ 28,246.40		\$ -	50592.00	\$ 26,307.84
30.	Remove existing and construct longitudinal gutter over 4" CMB per modified SPPWC Std. plan 122-2; 1/2" hike from flowline to edge of gutter.	390	SF	\$ 18.00	\$ 7,020.00		\$ -	499.00	\$ 8,982.00
31.	Remove existing and construct cross gutter over 4" CMB per modified Santa Fe Springs Std. No. R-3.4, W=5.5'.	370	SF	\$ 18.00	\$ 6,660.00		\$ -	369.00	\$ 6,642.00
32.	Construct parkway drain per SPPWC Std. plan 151-2, S=4'.	1	EA	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00
33.	Furnish and install 8" PVC SDR 35 pipes.	477	LF	\$ 72.00	\$ 34,344.00		\$ -		\$ -
34.	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.	11	EA	\$ 3,850.00	\$ 42,350.00		\$ -	12.00	\$ 46,200.00
35.	Furnish and install metal hand railings per SPPWC Std. Plan No. 606-4, Type A.	115	LF	\$ 140.00	\$ 16,100.00		\$ -	109.00	\$ 15,260.00
36.	Remove existing AC pavement and construct 10" thick concrete bus pad over 6" CMB per SPPWC Std. Plan 131-2.	2,173	SF	\$ 21.50	\$ 46,719.50		\$ -	2177.00	\$ 46,805.50
37.	Adjust water valve cover to grade.	9	EA	\$ 815.00	\$ 7,335.00		\$ -	12.00	\$ 9,780.00
38.	Adjust manhole to grade.	8	EA	\$ 1,025.00	\$ 8,200.00		\$ -	9.00	\$ 9,225.00
39.	Adjust water meter box to grade.	5	EA	\$ 550.00	\$ 2,750.00		\$ -	5.00	\$ 2,750.00
40.	Adjust traffic signal/electrical pull box to grade.	5	EA	\$ -	\$ -		\$ -	6.00	\$ -
41.	Remove entire existing tree and roots.	39	EA	\$ 785.00	\$ 30,615.00		\$ -	39.00	\$ 30,615.00
42.	Construct or replace residential irrigation and landscape impacted by construction (Sta. 126+50 – Sta. 129+50).	1	LS	\$ 17,000.00	\$ 17,000.00		\$ -	1.00	\$ 17,000.00
43.	Replace wrought iron fence impacted by construction.	60	LF	\$ 255.00	\$ 15,300.00		\$ -	20.00	\$ 5,100.00
44.	Remove and salvage existing street light.	1	EA	\$ 2,200.00	\$ 2,200.00		\$ -		\$ -
45.	Relocate steel pole.	1	EA	\$ 11,500.00	\$ 11,500.00		\$ -	1.00	\$ 11,500.00
46.	Relocate traffic signal pull box.	1	EA	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00
47.	Relocate/reconfigure traffic signal (Florence Ave. @ Roseton Ave.).	1	LS	\$ 60,000.00	\$ 60,000.00		\$ -	1.00	\$ 60,000.00
48.	Construct new traffic signal (Florence Ave. @ Ringwood Ave.).	1	LS	\$ 315,000.00	\$ 315,000.00	0.18	\$ 56,700.00	1.00	\$ 315,000.00
49.	Street light improvements.	1	LS	\$ 90,000.00	\$ 90,000.00			1.00	\$ 90,000.00

Payment Detail:

FLORENCE AVENUE WIDENING  
(ORR AND DAY ROAD TO PIONEER BOULEVARD)

Contractor: Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630

Final Payment: \$ 64,152.85

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

Contract Work

50.	Import and place top soil.	194	CY	\$ 80.00	\$ 15,520.00		\$ -	112.00	\$ 8,960.00
51.	Soil prep and fine grade.	11,747	SF	\$ 0.75	\$ 8,810.25		\$ -	11852.00	\$ 8,889.00
52.	Tree planting - 36" box.	49	EA	\$ 765.00	\$ 37,485.00		\$ -	49.00	\$ 37,485.00
53.	Shrubs - 1 gal.	1,604	EA	\$ 11.00	\$ 17,644.00	55	\$ 605.00	1485.00	\$ 16,335.00
54.	Shrubs - 5 gal.	1,353	EA	\$ 25.00	\$ 33,825.00		\$ -	1541.00	\$ 38,525.00
55.	Mulch (3" thick).	113	CY	\$ 75.00	\$ 8,475.00		\$ -	110.00	\$ 8,250.00
56.	19.5" wide root control barrier.	1,040	LF	\$ 8.50	\$ 8,840.00		\$ -	840.00	\$ 7,140.00
57.	39" wide root control barrier.	167	LF	\$ 12.00	\$ 2,004.00		\$ -	169.00	\$ 2,028.00
58.	Irrigation.	1	LS	\$ 100,000.00	\$ 100,000.00		\$ -	1.00	\$ 100,000.00
CO 1	Replace Existing HSV Lamps with LED Lamps	1	LS	\$ 8,234.55	\$ 8,234.55		\$ -	1.00	\$ 8,234.55
CO 2	Irrigation Revisions	1	LS	\$ 2,768.18	\$ 2,768.18		\$ -	1.00	\$ 2,768.18
CO 3	Traffic Signal Revisions - Ringwood and Roseton	1	LS	\$ 26,180.13	\$ 26,180.13		\$ -	1.00	\$ 26,180.13
CO 4	Signing and Striping Revisions	1	LS	\$ 2,578.84	\$ 2,578.84	0.1	\$ 257.88	1.00	\$ 2,578.84
CO 5	Raise PPB Poles	1	LS	\$ 4,595.94	\$ 4,595.94	1	\$ 4,595.94	1.00	\$ 4,595.94
CO 6	Additional Traffic Signage	1	LS	\$ 2,370.50	\$ 2,370.50	1	\$ 2,370.50	1.00	\$ 2,370.50
Contract Total:					\$ 2,755,228.14		\$ 67,529.32		\$ 2,698,028.47
								Total Completed Items to Date:	\$ 2,698,028.47

CONTRACT PAYMENTS:

Total Items Completed this Period:	\$ 2,698,028.47
Progress Payment No. 1:	\$ 315,121.79
Progress Payment No. 2:	\$ 400,753.75
Progress Payment No. 3:	\$ 213,090.91
Progress Payment No. 4:	\$ 1,291,368.75
Progress Payment No. 5:	\$ 278,638.98
Less 5% Retention:	\$ 134,901.42
Final Payment:	\$ 64,152.85

Invoice Date	Invoice No.	Warrant Billing Period		Progress Payment	Retention Amount
		Invoice Due Date	Invoice Pay Date		
05/27/2020	46470	06/02/2020	06/11/2020	\$ 315,121.79	\$ 16,585.36
06/30/2020	46598	07/28/2020	08/06/2020	\$ 400,753.75	\$ 21,092.30
07/24/2020	46661	07/28/2020	08/06/2020	\$ 213,090.91	\$ 11,215.31
08/21/2020	46721	08/26/2020	09/03/2020	\$ 1,291,368.75	\$ 67,966.78
09/17/2020	46772	09/22/2020	10/01/2020	\$ 278,638.98	\$ 14,665.21
01/04/2021	47037	02/10/2021	02/18/2021	\$ 64,152.85	\$ 3,376.47
					\$ 134,901.42

	Amount	Account
Finance Please Pay:	\$ 64,152.85	PW180106
5% Retention Completed this Period:	\$ 3,376.47	205
Recommended by Project Manager:	Robert Garcia	RD #2232
Approved by PW Director:	Noe Negrete	72 #2955



# City of Santa Fe Springs

City Council Meeting

January 28, 2021

## NEW BUSINESS

Florence Avenue Underpass Storm Pump Removal and Replacement – Authorization to Advertise for Construction Bids

### RECOMMENDATION

- Approve the Florence Avenue Underpass Storm Pump Removal and Replacement and add to the approved Capital Improvement Plan;
- Appropriate \$240,000 from the Utility Users / Capital Improvement Plan Fund to the Florence Avenue Underpass Storm Pump Removal and Replacement;
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

### BACKGROUND

The Florence Avenue underpass, east of Bloomfield Avenue and west of Shoemaker Avenue, requires its storm pumps to be removed and replaced. The existing storm pumps were installed approximately over fifty years ago. Though the pumps are operational, the pumps have exceeded their service life and replacement parts have become obsolete and non-existent in the event of an unforeseen failure. Staff has identified the Smith and Loveless brand of Submersible Vertical Mounted Pump, a pump that most closely resembles the existing PACO pumps, in order to match existing pump station requirements and original pump configurations.

The estimated construction cost of the Florence Avenue Underpass Storm Pump Retrofit project is \$185,000. The total project cost including construction, engineering and inspection, and contingency is \$240,000. The estimate is derived from the most current cost of similar storm pump replacement projects. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 185,000
Engineering	\$ 15,000
Inspection	\$ 20,000
Contingency	\$ 20,000
<u>Total Construction Cost:</u>	<u>\$ 240,000</u>

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

### FISCAL IMPACT

The Florence Avenue Underpass Storm Pump Removal and Replacement will be funded through an appropriation from the Utility Users / Capital Improvement Plan Fund. An appropriation of \$240,000 is needed to complete the project funding.

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: January 21, 2021

**INFRASTRUCTURE IMPACT**

Replacement of the existing pumps at the Florence Avenue Underpass will provide improved street drainage and ensure that replacement parts are available in case they are needed.

  
Raymond R. Cruz  
City Manager

Attachments:  
None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

January 28, 2021

## NEW BUSINESS

### California High Speed Rail Project – Approval of Amendment Number 2

#### RECOMMENDATION

- Approve Amendment Number 2 with the California High Speed Rail Authority.

#### BACKGROUND

The California High Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of a statewide High Speed Train System that will be electric powered, steel wheel on steel rail, which will be capable of reaching speeds of 220 miles per hour. At ultimate build out, the system would extend from Sacramento to San Diego for a distance of about 800 miles, with up to 24 stations.

The Authority is currently proposing that the segment from Los Angeles to Anaheim be constructed along the BNSF corridor which passes through the City of Santa Fe Springs.

The City entered into an agreement with the Authority on August 23, 2016 for an amount up to \$499,000. The original agreement ended on December 31, 2018. Amendment Number 1 extended the agreement to January 31, 2021. Amendment Number 2 is another time extension, extending the term to December 31, 2022.

#### LEGAL REVIEW


The City Attorney's office has reviewed the Amendment Number. 2.

#### FISCAL IMPACT

There is no fiscal impact as the Authority will reimburse the City and its consultants for its time to review the impact of the High Speed Rail Project on the City.

#### INFRASTRUCTURE IMPACT

The alignment of the High Speed Rail will cause impacts to existing infrastructure, specifically at the Norwalk/Santa Fe Springs Transportation Center. In addition, roadways will definitely be affected as well as some private property, residents and businesses. Staff will coordinate with the Authority to try to minimize the impact on SFS businesses and residents.

  
Raymond R. Cruz  
City Manager

#### Attachment:

Attachment No.1: Amendment Number 2

Attachment No. 2: Amendment Number 1

Attachment No. 3: Agreement HSR16-05

Report Submitted By: Noe Negrete  
Director of Public Works



Date of Report: January 21, 2021

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER

HSR16-05

AMENDMENT NUMBER

2

Purchasing Authority Number

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Santa Fe Springs

2. The term of this Agreement is:

START DATE

August 23, 2016

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$499,000.00 Four Hundred Ninety-Nine Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. STD. 213, Section 2 is amended to extend the term and shall read as follows:

"The term of this Agreement is August 23, 2016 through December 31, 2022"

2. Exhibit A, Scope of Work, Section 1, Background and Purpose, Subsection C is replaced in its entirety and shall read as follows:

"All inquiries regarding the Agreement will be directed to the project representatives identified below:

Authority:

Contract Manager: RAVI MATHUR

Address: 770 L Street, Suite 620, MS 2

Sacramento, CA 95814

Phone: (916) 403-0557

email: ravi.mathur@hsr.ca.gov

Contractor

Project Manager: NOE NEGRETE

Address: 11710 Telegraph Road

Santa Fe Springs, CA 90670

Phone: (562) 868-0511

Email: noenegrete@santafesprings.org

The project representatives may be changed without amendment with written notification."

3. Exhibit B Budget Detail and Payment Provisions, Section 2. Compensation, Involving, and Payment, subsection G. is replaced in its entirety and shall read as follows:

"G. Positions listed in Attachment 1 – Rates, may be changed without an amendment to the Agreement. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added or removed; (2) specify the reason for any position or rate change; (3) provide a current rate table for all project team members; and (4) provide documentation supporting any position or rate change such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions without written approval by the Authority's Contract Manager."

4. Exhibit B, Budget Detail and Payment Provisions, Section 2, Compensation, Involving and Payment Subsection H is removed in its entirety.

5. Attachment 1 – Budget is replaced in its entirety and attached hereto as Attachment 1 – Rates. Hereinafter all references to Attachment 1 - Budget shall refer to Attachment 1 - Rates.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

HSR16-05

AMENDMENT NUMBER

2

Purchasing Authority Number

2665

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES**CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Santa Fe Springs

CONTRACTOR BUSINESS ADDRESS

11710 Telegraph Road

CITY

Santa Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Noe Negrete

TITLE

City Engineer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620 MS 7

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jeannie Jones

TITLE

Chief Administrative Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PUC section 185036

## Attachment 1- Rates

<b>Personal Services</b>	
<b>Include position/title and hourly rate</b>	
<b>Position and Title</b>	<b>\$/Hr</b>
<b>City of Santa Fe Springs Staff</b>	
City Manager	\$146.00
Director of Public Works	\$201.51
Director of Planning	\$103.00
Capital Improvements Manager	\$146.96
Traffic Engineer	\$125.00
Senior Planner	\$70.00
Associate Civil Engineer	\$64.00
Assistant Civil Engineer	\$44.00
Engineering Technician	\$52.00
Administrative Staff	\$42.00
<b>Consultant No. 1 (KOA Consulting)</b>	
Task Manager/Principal Engineer	\$277.20
Deputy Task Manager/Sr. Engineer	\$231.00
Environmental Planner	\$231.00
Traffic and Drainage Engineer	\$173.25
Administrative Staff	\$80.85
<b>Consultant No. 2 (Southstar)</b>	
Senior Engineer	\$232.00
Project Engineer	\$175.00
Public Outreach Staff	\$105.00
Administrative Staff	\$82.00

## STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER

HSR16-05

REGISTRATION NUMBER

AMENDMENT NUMBER

1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

City of Santa Fe Springs

2. The term of this

Agreement is August 23, 2016 through January 31, 2021

3. The maximum amount of this \$499,000.00

Agreement after this amendment is: Four Hundred Ninety-Nine Thousand Dollars and Zero Cents

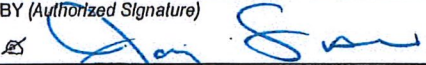
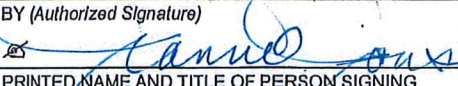
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. STD. 213, Section 2 is amended to extend the term to January 31, 2021 and shall read as follows:  
"The term of this Agreement is August 23, 2016 through January 31, 2021"

STD. 213A, Section 4 is continued on the following page.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
City of Santa Fe Springs		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11-20-18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jay Sarno, Mayor		
ADDRESS		
11710 Telegraph Road, Santa Fe Springs, CA 90670		
STATE OF CALIFORNIA		
AGENCY NAME		
California High-Speed Rail Authority		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	12-3-18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeannie Jones, Chief Administrative Officer		
ADDRESS		
770 L Street, Suite 620 MS 7, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: PUC section 185036

2. Exhibit A, Scope of Work, 1. Background and Purpose, C, is amended and shall read as follows:  
 C. All inquiries regarding this Agreement will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager: Noopur Jain	Project Manager: Raymond Cruz, City Mgr.
Address: 355 S. Grand Avenue, Suite 2050 Los Angeles, CA 90071	Address: 11710 Telegraph Road Santa Fe Springs, CA 90670
Phone: (213) 457-8416	Phone: (562) 868-0511
Fax:	Fax:
Email: noopur.jain@hsr.ca.gov	Email: rcruz@santafesprings.org

The Contract Managers may be changed without amendment and with written notification.

3. Exhibit A, Scope of Work, 2. Scope of Work, Tasks, Deliverables, and Schedule, B, is revised as follows:  
 B. Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
1.	Technical/Engineering Review Support	Staff time to review technical/preliminary engineering documents.	Comments on technical/preliminary engineering documents.	Through Expiration or Termination of the contract.
2.	Technical/Engineering Review Support	Staff time for identifying conflicts.	Report identifying any conflicts.	Through Expiration or Termination of the contract.
3.	Technical/Engineering Review Support	Staff time for coordination with the Authority and its representatives.	Participation in coordination activities.	Through Expiration or Termination of the contract.
4.	Agreement Development	Staff time for master agreement development.	Participation in meetings and review of draft contract and other documents.	Through Expiration or Termination of the contract.
5.	Agreement Development	Staff time for task order/utility agreement development template.	Participation in meetings and review of draft contract and other documents.	Through Expiration or Termination of the contract.
6.	Agreement Development	Staff time for right-of-way transfer agreement development.	Participation in meetings and review of draft contract and other documents.	Through Expiration or Termination of the contract.
7.	Agreement Development	Staff time for grade separation agreement development.	Participation in meetings and review of draft contract and other documents.	Through Expiration or Termination of the contract.
8.	Agreement Development	Staff time for ownership and maintenance agreement development.	Participation in meetings and review of draft contract and other documents.	Through Expiration or Termination of the contract.

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
9.	Agreement Development	Attorney time for legal review.,	Legal review of documents and meeting with Authority attorneys.	Through Expiration or Termination of the contract.
10.	Agreement Development	Staff and attorney time for preparation of board of directors' materials and reports.	Materials and reports for board of directors.	Through Expiration or Termination of the contract.
11.	Right-of-way Support	Staff time for property rights research.	Reports detailing property rights.	Through Expiration or Termination of the contract.
12.	Right-of-way Support	Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	Through Expiration or Termination of the contract.
13.	Right-of-way Support	Staff and attorney time for preparation of board of directors' materials and reports.	Presentations to board of directors, if any.	Through Expiration or Termination of the contract.

Contractor staff will be reimbursed at the hourly rates set forth in the Budget. Contractor acknowledges that "staff time" does not include time for subcontractors, vendors, and outside counsel. Subcontractor, vendors, and attorney time shall only be reimbursed if specifically included above and in the Budget.

4. Exhibit B, Budget Detail and Payment Provisions, 2. Compensation, Invoicing, and Payment, Section C. is revised as follows:

C. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

(1 original and 1 copy)  
Financial Operations Section  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814

AND

(1 copy)  
Noopur Jain, Contract Manager  
355 S. Grand Avenue, Suite 2050  
Los Angeles, CA 90071

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

Agreement Number  
**HSR16-05**

Registration Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

City of Santa Fe Springs

2. The term of this Agreement is: July 1, 2016 through December 31, 2018  
or upon approval by both parties, whichever is later

3. The maximum amount of this Agreement is: \$499,000.00  
Four Hundred Ninety-Nine Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions and Contractor Certifications	3 pages
Exhibit D – Special Terms and Conditions	4 pages
Exhibit E – Supplemental Terms And Conditions For Contracts Using Federal Funds	9 pages
Attachment 1 – Budget	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Santa Fe Springs

BY (Authorized Signature)



DATE SIGNED (Do not type)

8-6-16

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard J. Moore, Mayor

ADDRESS

11710 Telegraph Road, Santa Fe Springs, CA 90670

**STATE OF CALIFORNIA**

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

8.23.16

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Jarvis, Chief Engineer

ADDRESS

770 L Street, Suite 620 MS 2, Sacramento, California 95814

California Department of General Services  
Use Only

☒ Exempt per: Public Utilities Code Section  
185036

**EXHIBIT A  
SCOPE OF WORK**

**1. BACKGROUND AND PURPOSE**

- A. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (Project). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21<sup>st</sup> century transportation needs.
- B. To facilitate the construction of the high-speed rail system, the Authority requires the City of Santa Fe Springs (Contractor) to perform the work as described in Section 2 of this Exhibit (Work).
- C. All inquiries regarding this Agreement will be directed to the project representatives identified below:

<b>AUTHORITY</b>	<b>CONTRACTOR</b>
Contract Manager: Michelle Boehm	Project Manager: Thaddeus McCormack
Address: 700 N Alameda, Room 3-532 Los Angeles, CA 90012	Address: 11710 Telegraph Road Santa Fe Springs CA 90670
Phone: (213) 308-4507	Phone: 562-868-0511
Fax:	Fax: 562-409-7651
Email: Michelle.Boehm@hsr.ca.gov	Email: thaddeusmccormack@santafesprings.org

The Contract Managers may be changed without amendment with written notification to the other party.

**2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE**

- A. The Authority shall provide the Contractor a Notice to Proceed for the Work under this Agreement from the Authority's Contract Manager, a proposed alignment, segment number(s) and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment.
- B. Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

	<b>Task</b>	<b>Description</b>	<b>Deliverable</b>	<b>Schedule</b>
1.	Technical/Engineering Review Support	Staff time to review technical/preliminary engineering documents.	Comments on technical/preliminary engineering documents.	Through December 31, 2017

**EXHIBIT A  
SCOPE OF WORK**

	<b>Task</b>	<b>Description</b>	<b>Deliverable</b>	<b>Schedule</b>
2.	Technical/Engineering Review Support	Staff time for identifying conflicts.	Report identifying any conflicts.	Through December 31, 2017
3.	Technical/Engineering Review Support	Staff time for coordination with the Authority and its representatives.	Participation in coordination activities.	Through December 31, 2017
4.	Agreement Development	Staff time for master agreement development.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
5.	Agreement Development	Staff time for task order/utility agreement development template.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
6.	Agreement Development	Staff time for right-of-way transfer agreement development.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
7.	Agreement Development	Staff time for grade separation agreement development.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
8.	Agreement Development	Staff time for ownership and maintenance agreement development.	Participation in meetings and review of draft contract and other documents.	Through December 31, 2018
9.	Agreement Development	Attorney time for legal review	Legal review of documents and meeting with Authority attorneys.	Through December 31, 2018
10.	Agreement Development	Staff and attorney time for preparation of board of directors materials and reports.	Materials and reports for board of directors.	Through December 31, 2018
11.	Right-of-way Support	Staff time for property rights research.	Reports detailing property rights.	December 1, 2017 through expiration or termination of the Agreement
12.	Right-of-way Support	Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	July 1, 2018 through expiration or termination of the Agreement.
13.	Right-of-way Support	Staff and attorney time for preparation of board of directors materials and reports.	Presentations to board of directors, if any.	July 1, 2018 through expiration or termination of the Agreement.

Contractor staff and attorney time will be reimbursed at the hourly rates set forth in the Budget.  
Contractor acknowledges that "staff time" does not include time for subcontractors, vendors, and

**EXHIBIT A**  
**SCOPE OF WORK**

outside counsel. Subcontractor, vendors, and attorney time shall only be reimbursed if specifically included above and in the Budget.

- C. Additionally, Contractor will be reimbursed the actual costs incurred for (i) fringe and overhead rates, and (ii) other direct costs limited to (a) travel; (b) approved subcontractors; and (c) vendors.
- D. Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless at the request of the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through task orders/utility agreements; (v) preliminary and/or final designs, which shall be handled through task orders/utility agreements; (vi) construction, materials, or inspection, which shall be handled through task orders/utility agreement; and (vii) maintenance, which shall be handled through the ownership and maintenance agreement or construction and maintenance agreement, as appropriate.

**3. SCHEDULE OF SERVICES**

Performance of the work described in Section 2 shall commence upon receipt of Notice to Proceed. Unless terminated as provided herein, the Work shall continue until earlier of (i) completion of the Work or (ii) expiration of the term.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. FUNDING REQUIREMENTS**

- A. This Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Work, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

**2. COMPENSATION, INVOICING, AND PAYMENT**

- A. The maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made in advance of services rendered.
- B. Contractor shall not be entitled to payment for work performed prior to receipt of Notice to Proceed from the Authority's Contract Manager. No Work shall begin before that time.

Invoices shall include the Agreement Number, date prepared, and billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), and fringe, overhead and other direct costs. Contractor shall not be paid for claimed costs or expenses not identified on the Attachment 1 – Budget.

- C. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

(1 original and 1 copy)  
Financial Operations Section  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

AND

(1 copy)

Michelle Boehm, Southern California Regional Director  
California High-Speed Rail Authority  
700 N Alameda, Room 3-532  
Los Angeles, CA 90012

- D. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

“I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method.”

- E. The Authority will accept computer generated or electronically transmitted invoices. The date of “invoice receipt” shall be the date the Authority receives the paper copy.
- F. Payments shall be made to the Contractor for undisputed invoices. If the Authority disputes an invoice it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice’s validity; deliverables for the billing period have not been received and approved, inaccuracies of the invoice, or does not otherwise comply with the terms of this Agreement.
- G. Positions listed in the Budget, included as Attachment 1, may be changed without an amendment to the Agreement. A request for change must be in writing, on Contractor’s letterhead, and identify the position and rate that is added or removed. There shall be no change in the positions without written approval by the Authority’s Contract Manager.
- H. There shall be no change in the rate of position without prior written approval by the Authority’s Contract Manager. A request for change must be in writing, on Contractor’s letterhead and identify the reason for rate change.

**3. COST PRINCIPLES**

Contractor’s performance shall be governed by and in compliance with the following administrative and cost principles:

- A. If Contractor is governmental entity, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as amended.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. If Contractor is a for-profit organization, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 C.F.R. Part 19) and Title 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*
- C. If Contractor is a non-profit organization, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- D. If Contractor is an educational institution, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-21, Cost Principles for Education Institutions.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

**4. CONTINGENT FEE**

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

**1. GENERAL TERMS AND CONDITIONS**

A. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required, Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. AUDIT. Contractor agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7.)

E. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

F. DISPUTES. Contractor shall continue with the responsibilities under this Agreement during any dispute.

G. TERMINATION FOR CAUSE. The Authority may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Authority may proceed with the work in any manner deemed proper by the Authority. All costs to the Authority shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

H. INDEPENDENT CONTRACTOR. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

I. NON-DISCRIMINATION CLAUSE. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. TIMELINESS. Time is of the essence in this Agreement.

K. GOVERNING LAW. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. UNENFORCEABLE PROVISION. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**2. CONTRACTOR CERTIFICATIONS**

A. STATEMENT OF COMPLIANCE. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103.)

B. DRUG-FREE WORKPLACE REQUIREMENTS. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

ii. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. EARLY TERMINATION**

- A. This Agreement may be terminated at any time by mutual agreement of the parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for the convenience of the Authority.
- C. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

**2. PURCHASE OF EQUIPMENT**

No equipment is approved for purchase.

**3. SUBCONTRACTING**

- A. Upon prior approval of the Authority, Contractor may subcontract a portion of the Work. Attachment 1 –Budget shall identify the rates for any approved subcontractor. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing work. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. Contractor shall be responsible for the any and all acts and omissions of its subcontractors and their employees.
- C. Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**4. OWNERSHIP OF DATA**

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- B. All calculations, drawings and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the Project.
- C. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification or misuse by the Authority of any data provided by the Contractor under this Agreement. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**5. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. The Authority and the Contractor agree to protect designated confidential or privileged information intended by the Authority and Contractor to remain so protected, while facilitating the sharing of information as part of both parties' efforts. Use of data files constitutes agreement on the part of the Contractor to maintain confidentiality if exempt under the California Public Records Act, subject to Government Code Section 6254.5(e). Confidential information shall not be shared with third parties without consultation and approval from the Authority.
- C. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- D. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

**6. PUBLIC RECORDS; CONFLICTS OF INTEREST**

- A. This Agreement shall not limit nor infringe on either parties duty to comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**7. STOP WORK**

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work notice.

**8. SETTLEMENT OF DISPUTES**

The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**9. HEADINGS**

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

**10. WAIVER**

Failure to enforce any provision of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement.

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

**1. FEDERAL REQUIREMENTS**

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

**3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Contractor

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shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**4. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three (3) years for cause or default;
3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and

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4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

**5. SITE VISITS**

The Contractor acknowledges that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

**6. SAFETY OVERSIGHT**

To the extent applicable, the Contractor shall comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

**7. ENVIRONMENTAL PROTECTION**

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority

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shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

- C. **Energy Conservation.** The Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities.** The Contractor will not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection.** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions.** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

**8. CIVIL RIGHTS**

The following requirements apply to this Agreement:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age, or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
  - i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order No. 11246, "Equal

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Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements FRA may issue.

- ii. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements FRA may issue.
- iii. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements FRA may issue.

The Contractor will not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also will include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

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**9. ARRA FUNDED PROJECT**

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

**10. ENFORCEABILITY**

If the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**11. PROHIBITION ON USE OF ARRA FUNDS**

Contractor will in accordance with ARRA Section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**12. ACCESS AND INSPECTION OF RECORDS**

A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

- i. Access and reproduce any books, documents, papers, and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; and
- ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

B. Pursuant to Title 49 Code of Federal Regulation Section 18.26(i)(11), Title 49 Code of Federal Regulations Section 19.26, or OMB Circular A-133 Compliance Supplement, (whichever applicable), the Contractor will maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor

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shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

- C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 United States Code Section 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

**13. WHISTLEBLOWER PROTECTION**

Contractor its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

Contractor and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**14. FRAUD AND FALSE CLAIMS ACT**

Contractor shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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**15. REPORTING REQUIREMENTS**

Contractor will, if requested by the Authority in writing, to provide the Authority with the following information:

A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. A detailed list of all projects or activities for which funds were expended or obligated, including:

The name of the project or activity;

- i. A description of the project activity;
- ii. An evaluation of the completion status of the project or activity; and
- iii. An estimate of the number of jobs created and/or retained by the project or activity.

D. For any contracts or subcontracts equal to or greater than \$25,000:

- i. The name of the entity receiving the contract;
- ii. The amount of the contract;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- v. The location of the entity receiving the contract;
- vi. The primary location of the contract, including city, state, congressional district, and county;
- vii. The DUNS number, or name and zip code for the entity headquarters, if known;
- viii. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- ix. The names and total compensation of the five most highly compensated officers of the company if received:
  - 80% or more of its annual gross revenues in Federal awards;
  - \$25,000,000 or more in annual gross revenue from Federal awards and;
  - If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986;

E. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

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Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

**16. REPRINTS OF PUBLICATIONS**

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

**17. LABOR PROVISIONS**

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (43 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) to the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

**18. LABOR PROTECTIVE ARRANGEMENTS**

The Contractor will comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the Project. The Contractor also will include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.