



*City of Santa Fe Springs*

# AGENDA

FOR THE REGULAR MEETINGS OF THE  
SANTA FE SPRINGS:

PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
COMMUNITY DEVELOPMENT COMMISSION  
CITY COUNCIL

COUNCIL CHAMBERS  
11710 TELEGRAPH ROAD  
SANTA FE SPRINGS, CA 90670

NOVEMBER 24, 2009

6:00 P.M.

Luis M. Gonzalez, Mayor  
Betty Putnam, Mayor Pro Tem  
William K. Rounds, Councilmember  
Joseph D. Serrano, Sr., Councilmember  
Gustavo R. Velasco, Councilmember

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

**Americans with Disabilities Act:** *In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by the City, please contact the City Clerk's Office at (562) 868-0511. Notification of at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

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

**Please Note:** *Staff reports are available for inspection at the City Clerk's office during regular business hours 7:30 a.m. – 5:30 p.m. Monday – Friday. City Hall is closed every other Friday.*

1. **CALL TO ORDER**

2. **ROLL CALL**

William K. Rounds, Director/Commissioner/Councilmember  
Joseph D. Serrano, Director/Commissioner/Councilmember  
Gustavo R. Velasco, Director/Commissioner/Councilmember  
Betty Putnam, Vice-Chairperson/Mayor Pro Tem  
Luis M. Gonzalez, Chairperson/Mayor

**PUBLIC FINANCING AUTHORITY**

3. **APPROVAL OF MINUTES**

Public Financing Authority Meeting of October 22, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

**NEW BUSINESS**

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

**Recommendation:** That the Authority receive and file the report.

**WATER UTILITY AUTHORITY**

**APPROVAL OF MINUTES**

5. Water Utility Authority Meeting of October 22, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

**NEW BUSINESS**

6. Update on the Status of Water-Related Capital Improvement Plan Projects

**Recommendation:** That the Authority receive and file the report.

**COMMUNITY DEVELOPMENT COMMISSION**

7. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

**8. CONSENT AGENDA**

*Consent Agenda items are considered routine matters that may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Community Development Commission.*

**A. Minutes**

Minutes of the Adjourned Community Development Commission Meeting of November 9, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

**Award of Contract**

**B. Commercial/Industrial Street Rehabilitation Project Federal Project No. 5340 (012)**

**Recommendation:** That the Commission accept the bids for the Commercial/Industrial Street Rehabilitation Project, Federal Project No. 5340 (012); and award a contract to R. J. Noble Company of Orange, California, in the amount of \$1,045,265.50.

**Authorization to Advertise**

**C. Neighborhood Center Renovation and Modernization Project**

**Recommendation:** That the Commission authorize the City Engineer to advertise for construction bids for the Neighborhood Center Renovation and Modernization Project.

**NEW BUSINESS**

**9. Los Angeles County Economic Development Corporation (LAEDC) 2009 Most Business-Friendly City: Santa Fe Springs**

**Recommendation:** That the Commission endorse Staff's recommendation to incorporate the theme "Celebrating our Business Friendly Community" into the February 24, 2010 State of the City event, and that the CDC host this event using already-budgeted CDC funds; and the Commission authorize staff to seek proposals for the development of a 7-to-8 minute video that promotes the benefits of living and working in Santa Fe Springs, which would be premiered at the State of the City event in February. (Proposals will be brought back to the Commission at a later date for approval to move forward with the project.)

**CITY COUNCIL**

**10. CONSENT AGENDA**

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

**Minutes**

- A. Minutes of the Adjourned City Council Meeting of November 9, 2009

**Recommendation:** That the City Council approve the Minutes as submitted.

**UNFINISHED BUSINESS**

11. Amendment of the Intercity Rail Passenger Facility Contract for the Valley View Grade Separation Project

**Recommendation:** That the City Council approve an Amendment of the Intercity Rail Passenger Facility Contract to modify the contract amount; and authorize the Director of Public Works to execute the Amendment to the Contract.

12. Amendment to the Franchise Agreement between the City and Serv-Wel Disposal and Recycling

**Recommendation:** That the City Council approve the amendment to the Franchise Agreement between the City and Serv-Wel Disposal and Recycling (Serv-Wel), which, in effect, grants Serv-Wel Disposal a Residential Solid Waste Permit.

**NEW BUSINESS**

13. Aboveground Petroleum Storage Act Grant Amendments

**Recommendation:** That the City Council approve the Fire Chief or his designee to execute amendments to the Aboveground Petroleum Storage Act Grant Agreement (No. 07-626-550) with the California Environmental Protection Agency.

**PLEASE NOTE:** *Item Nos. 14-24 will occur in the 7:00 hour.*

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

16. Representatives from the Youth Leadership Committee

17. Representatives from the Chamber of Commerce

18. **ANNOUNCEMENTS**

**PRESENTATIONS**

19. Presentations to Councilmember Gus Velasco

20. Red Ribbon Contest Winners

**APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS**

21. Committee Appointments

22. **ORAL COMMUNICATIONS**

*This is the time for public comment on any Public Financing Authority/Water Utility Authority/Community Development Commission/City Council matter that is not on tonight's agenda. Anyone wishing to speak on an agenda item is asked to please comment at the time the item is considered by the City Council.*

23. **EXECUTIVE TEAM REPORTS**

24. **ADJOURNMENT**

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

Barbara Earl, CMC  
City Clerk

November 19, 2009  
Date

## MINUTES

### JOINT MEETINGS OF THE PUBLIC FINANCING AUTHORITY WATER UTILITY AUTHORITY COMMUNITY DEVELOPMENT COMMISSION CITY COUNCIL

CITY OF SANTA FE SPRINGS  
OCTOBER 22, 2009

1. **CALL TO ORDER**

Chairperson/Mayor Gonzalez, at 6:07 p.m., called the Public Financing Authority, Water Utility Authority, Community Development Commission and City Council meetings to order.

2. **ROLL CALL**

Present: Directors/Commissioners/Councilmembers Rounds, Serrano, Velasco, Putnam, Chairperson/Mayor Gonzalez

Also present: Fred Latham, City Manager; Barbara Earl, City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Chris Crispo sitting in for Alex Rodriguez, Fire Chief

### PUBLIC FINANCING AUTHORITY

3. **APPROVAL OF MINUTES**

Public Financing Authority Meeting of September 24, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

Director Serrano moved to approve the Minutes. Director Rounds seconded the motion, which carried unanimously.

**NEW BUSINESS**

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

**Recommendation:** That the Authority receive and file the report.

Director Rounds moved to receive and file. Director Serrano seconded the motion, which carried unanimously.

## WATER UTILITY AUTHORITY

### **APPROVAL OF MINUTES**

5. Water Utility Authority Meeting of September 24, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

Director Serrano moved to approve the Minutes. Director Rounds seconded the motion, which carried unanimously.

### **NEW BUSINESS**

6. Update on the Status of Water-Related Capital Improvement Plan Projects

**Recommendation:** That the Authority receive and file the report.

Director Rounds moved to receive and file. Vice-Chairperson Putnam seconded the motion, which carried unanimously.

## COMMUNITY DEVELOPMENT COMMISSION

7. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

Executive Director Paul Ashworth advised that Heraeus Metal had requested their conditional use permit be continued to the November 9 Planning Commission meeting to give them time to work out some outstanding issues with the AQMD.

8. **CONSENT AGENDA**

A. **Minutes**

Minutes of the Regular Community Development Commission Meeting of October 8, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

**Award of Contract**

- B. Neighborhood Center Temporary Senior Center and Office Facility

**Recommendation:** That the Commission accept the bids for the Neighborhood Center Temporary Senior Center and Office Facility and award the contract to the lowest responsible bidder, if acceptable.

Vice-Chairperson Putnam moved to approve the Consent Agenda, including Item Nos. 8-A and 8-B. Commissioner Rounds seconded the motion, which carried unanimously.

City Manager Latham directed the Commissioners to the updated report before them, which reflected a bid 26.75% below estimate.

**CITY COUNCIL**

**12. CONSENT AGENDA**

**Minutes**

- A. Minutes of the Regular City Council Meeting of October 8, 2009

**Recommendation:** That the City Council approve the Minutes as submitted.

**New Business**

- B. Agreement with the City of Irwindale to Provide Traffic Signal Maintenance Services

**Recommendation:** That the City Council approve the Agreement with the City of Irwindale to provide signal maintenance services; and authorize the City Manager to execute the Agreement on behalf of the City.

**Final Payment**

- C. Miscellaneous Street Repairs (FY 2008/09 Program)

**Recommendation:** That the City Council approve the Final Progress Payment (less 5% retention) to Hardy & Harper, Inc. of Santa Ana, CA in the amount of \$119,806.00 for the subject project.

Councilmember Velasco moved to approve the Consent Agenda, including Item Nos. 12A, 12B and 12C. Councilmember Rounds seconded the motion, which carried unanimously.

Councilmember Rounds, referring to Item 12B, thanked staff for coming to Council with items that will bring revenue in to the City.

**ORDINANCE FOR PASSAGE**

13. Ordinance No. 1004 – Community Facilities District No. 2009-01 (Villages at Heritage Springs)

**Recommendation:** That the City Council waive further reading and adopt Ordinance No. 1004 entitled “An Ordinance of the City Council of the City of Santa Fe Springs Levying Special Taxes within City of Santa Fe Springs Community Facilities District No. 2009-01 (Villages at Heritage Springs).”

City Attorney Skolnik read Ordinance No. 1004 by title as follows: An Ordinance of the City Council of the City of Santa Fe Springs Levying Special Taxes Within City of Santa Fe Springs Community Facilities District No. 2009-01 (Villages at Heritage Springs).

Councilmember Velasco moved to waive further reading and introduce Ordinance No. 1004. Councilmember Serrano seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

### **NEW BUSINESS**

14. Acceptance of Dedication and Approval of Tract Map No. 71030 – Villages at Heritage Springs

**Recommendation:** That the City Council accept the sewer and water easement dedications on the Final Map and approve Tract Map No. 71030; find that Tract Map No. 71030 is consistent with the City's General Plan; and authorize the City Engineer and City Clerk to sign Tract map No. 71030.

Councilmember Rounds moved the recommendation. Mayor Pro Tem Putnam seconded the motion, which carried unanimously.

15. Adoption of Resolution No. 9227 – Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain other Actions in Connection therewith

**Recommendation:** That the City Council adopt Resolution No. 9227 and the Proposition 1A Purchase and Sale Agreement.

Councilmember Serrano moved the recommendation. Councilmember Rounds seconded the motion, which carried unanimously.

### **COUNCILMEMBER -REQUESTED ITEM – COUNCILMEMBER SERRANO**

16. Creation of a Milestone Event Celebration Program

**Recommendation:** Should Council wish to adopt the Program, to do so as defined by staff's report.

Councilmembers Velasco and Rounds questioned the legality of presenting newborns with \$25 U.S. Savings bonds.

City Attorney Skolnik stated that he did not foresee any problems with the issuance of savings bonds, especially in light of the small denomination proposed.

Mayor Pro Tem Putnam stated that it was a bad time to start such a program in light of the City's budget challenges; the program should be re-introduced when the City is in a stronger position. She also stated that staff were too busy to manage another program.

Councilmember Serrano moved the recommendation but revised it to remove the issuance of U.S. Savings bonds to newborns. Councilmember Velasco seconded the motion, which carried by the following roll call vote:

AYES: Rounds, Serrano, Velasco, Gonzalez

NOES: Putnam

ABSENT:

ABSTAIN:

**RECESS**

Mayor Gonzalez, at 6:23 p.m., recessed the meetings to go into Closed Session.

**COMMUNITY DEVELOPMENT COMMISSION**

**CLOSED SESSION**

9. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
County of Los Angeles Challenge of Redevelopment Project Area Amendments  
No. of Cases: 2

**CLOSED SESSION**

10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Property: 13473 Telegraph Road  
Negotiating Parties: Staff and Property/Business Owner  
Under Negotiation: Terms of Agreement

**CITY COUNCIL**

**CLOSED SESSION**

11. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
No. of Cases: 1

**RECONVENE**

Mayor Gonzalez, at 7:05 p.m., reconvened the meetings with all Councilmembers present.

**CITY COUNCIL**

17. **INVOCATION**

Mayor Pro Tem Putnam gave the Invocation.

18. **PLEDGE OF ALLEGIANCE**

Mayor Gonzalez led the Pledge of Allegiance followed by a moment of silence for former City employee John Rodriguez.

**INTRODUCTIONS**

19. Representatives from the Youth Leadership Committee  
No representatives were present.

20. Representatives from the Chamber of Commerce  
No representatives were present.

21. Introduction and Recognition of Pro-Bono Attorneys for Legal Services Program  
Eddie Ramirez, Family & Human Services Supervisor, introduced those attorneys who were present. Mayor Gonzalez presented each with a certificate of appreciation; pictures with Council followed.

**PRESENTATIONS**

23. Red Ribbon Contest Winners  
Kim Sawyer, Public Safety Educator, introduced the winners by age group. Mayor Gonzalez presented each with a certificate of accomplishment; pictures with Council followed.

24. Introduction of Pow Wow Princess and Invitation to Attend the 2009 Pow Wow at Heritage Park

Jerry Edwards, Heritage Park Supervisor, introduced Ed Nunez, 2009 Pow Wow Coordinator. Mr. Nunez thanked Council for their continued support of the Pow Wow, gave an overview of the activities planned, and invited Council and the audience to attend.

22. **ANNOUNCEMENTS**

City Manager Latham advised that the flat screen monitor had been installed in the lobby and would be used to advertise various City-sponsored events and for public information announcements; announced that the City's 73<sup>rd</sup> piece of public art entitled "The Construction Worker" was installed today at the Kiewit site; and announced that Bob Comstock, Developer of the Villages Housing Project, was interviewed about the project on radio this afternoon. The interview was played for Council and the audience.

Thaddeus McCormack, Assistant to the City Manager, reminded Council of the LAEDC Awards to be held on November 12 in which the City was a finalist in the "Most Business Friendly" category.

Maricela Balderas, Director of Family and Human Services, updated the Community Events Calendar.

**APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS**

25. Committee Appointments  
Councilmember Rounds appointed Lisa Baeza to the Youth Leadership Committee.

Councilmember Velasco appointed Hector Renteria to the Parks & Recreation Committee.

26. **ORAL COMMUNICATIONS**

Mayor Gonzalez opened Oral Communications and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Gonzalez closed Oral Communications.

27. **EXECUTIVE TEAM REPORTS**

No reports were given.

**RECESS**

Chairperson/Mayor Gonzalez, at 7:45 p.m., recessed the meetings to resume the Closed Session.

**28. RECONVENE/ADJOURNMENT**

Chairperson/Mayor Gonzalez, at 8:35 p.m., reconvened the meetings and immediately adjourned them in the memories of John "Big John" Rodriguez, long-time Public Works employee; Consuelo Nunez and Evelyn Moorman, long-time Santa Fe Springs residents; and John Watson, former City employee.

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Luis M. Gonzalez  
Chairperson/Mayor

ATTEST:

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Barbara Earl, CMC, City Clerk



## **NEW BUSINESS**

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

## **RECOMMENDATION**

That the City Council receive and file the report.

## **BACKGROUND**

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

### Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$22,475,000

### Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$23,535,000

### Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$5,325,000

### Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$4,465,000

### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$3,330,000

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

Financing proceeds available for appropriation at 10/31/09	\$ 1,566,563
Outstanding principal at 10/31/09	\$27,563,493

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/09	\$13,149,868
Outstanding principal at 10/31/09	\$16,280,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/09	None
Outstanding principal at 10/31/09	\$42,145,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2009-10 revenue sources funding these appropriations will be sufficient as well.



Frederick W. Latham  
City Manager/Executive Director

**PLEASE REFER TO ITEM NO. 3**



**NEW BUSINESS**

Update on the Status of Water-Related Capital Improvement Plan Projects

**RECOMMENDATION**

That the Water Utility Authority receive and file the report.

**BACKGROUND**

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

Exterior Painting of Reservoir No. 1

A contract was awarded to Cor-Ray Painting of Santa Fe Springs on August 27, 2009 for both this project and Interior/Exterior Painting of Reservoir No. 2. This project is scheduled to begin after the completion of the work on Reservoir No. 2 as the reservoirs must be emptied in order to perform the work and both reservoirs can not be offline at the same time. Reservoir No. 1 is located at the City Yard.

Interior/Exterior Painting of Reservoir No. 2

Work commenced on this project on September 27, 2009 and the contractor is currently completing the interior coating work. The contractor will then do the exterior painting. This project is tentatively scheduled to be completed in January. Reservoir No. 2 is located on Foster Road east of Carmenita Road adjacent to Coyote Creek.

4" Main Replacement - Phase 1

This project involves the replacement of existing 4" water mains with new 8" water mains on portions of Cedardale Drive, Crossdale Avenue, Mondon Avenue, Lakeland Road, Elkhurst Street, Elgrace Street, and Hollyhock Street. Bids were opened for this project on November 10, 2009. Due to an irregularity in some of the bids received, staff will need more time to review the bids in concert with the City Attorney. Staff will prepare an award of contract report for the December 17, 2009 meeting of the Water Utility Authority.

FISCAL IMPACT

These projects have all been budgeted and are included in the City's FY 2006-07 through FY 2011-12 Capital Improvement Program.

INFRASTRUCTURE IMPACT

The completion of these improvements will improve the integrity of the City's water system and enhance the ability of the City to deliver potable water to its residents.

Frederick W. Latham  
Executive Director

Attachment(s):  
None.

Report Submitted By: Don Jensen, Director   
Department of Public Works

Date of Report: November 18, 2009

## MINUTES

### JOINT ADJOURNED MEETINGS OF THE COMMUNITY DEVELOPMENT COMMISSION CITY COUNCIL

CITY OF SANTA FE SPRINGS  
NOVEMBER 9, 2009

1. **CALL TO ORDER**

Chairperson/Mayor Gonzalez, at 6:12 p.m., called the Community Development Commission and City Council meetings to order.

2. **ROLL CALL**

Present: Commissioners/Councilmembers Putnam, Rounds, Serrano,  
Chairperson/Mayor Gonzalez

Not Present: Velasco

Also present: Fred Latham, City Manager; Barbara Earl, City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Hilary Keith, Director of Library and Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

### COMMUNITY DEVELOPMENT COMMISSION

3. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

No reports were given.

4. **CONSENT AGENDA**

**Minutes**

- A. Minutes of the Community Development Commission Meeting of October 22, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

Vice-Chairperson Putnam moved to approve the Minutes. Commissioner Serrano seconded the motion, which carried unanimously.

**NEW BUSINESS**

5. Resolution No. 240-09 – Approving the Use of Community Development Commission Funds for the Modification of the Traffic Signal at Slauson Avenue and Norwalk Boulevard

**Recommendation:** That the Commission adopt Resolution No. 240-09 finding that the modification of the traffic signal at Slauson Avenue and Norwalk Boulevard benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the community; and transfer \$8,560 from Account No. 484-R514 to Account No. 484-R555 to complete the funding for this project.

15. Resolution No. 9230 – Approving the Use of Community Development Commission Funds for the Modification of the Traffic Signal at Slauson Avenue and Norwalk Boulevard

**Recommendation:** That the City Council adopt Resolution No. 9230 finding that the modification of the traffic signal at Slauson Avenue and Norwalk Boulevard benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of the project is available within the community.

City Attorney Skolnik advised that Item No. 5 was a companion item to No. 15 on the Council Agenda and should be taken together.

Commissioner Rounds moved the recommendations for Item Nos. 5 and 15. Commissioner Serrano seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Gonzalez

NOES:

ABSENT: Velasco

ABSTAIN:

7. Resolution No. 246-09 – Approving the Use of Community Development Commission Funds for the Four Corners Landscaping (Telegraph Road/Santa Fe Springs Road) Project

**Recommendation:** That the Commission review and approve the design for the Four Corners Landscaping Project; amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Four Corners Landscaping Project; adopt Resolution No. 246-09 finding that the Four Corners Landscaping Project benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the community; appropriate \$160,000.00 from unallocated 2006 CDC bond funds from Account No. 484-350 to 484-R553 to complete the funding for this project; accept the bids for the Four Corners Landscaping; and award a contract to Belaire West Landscape, Inc. of Buena Park, California in the amount of \$78,286.00.

18. Resolution No. 9233 – Approving the Use of Community Development Commission Funds for the Four Corners Landscaping (Telegraph Road/Santa Fe Springs Road) Project

**Recommendation:** That the City Council adopt Resolution No. 9233 finding that the Four Corners Landscaping (Telegraph Road/Santa Fe Springs Road) benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of the project is available within the community.

City Attorney Skolnik advised that Item No. 7 also had a companion item on the Council Agenda, No. 18, and they should be taken together.

Commissioner Rounds moved the recommendations for Item Nos. 7 and 18. Vice-Chairperson Putnam seconded the motion, which carried unanimously.

8. Request for Assistance by and Agreement with Frederick J. Hanshaw Regarding Installation and Use of Electronic Readerboard Sign

**Recommendation:** That the Commission approve Resolution No. 244-2009; approve the use of CDC funds to assist in the cost to install a replacement electronic readerboard sign and approve an appropriation from CDC funds in an amount not to exceed 50% of the total cost, or \$45,000, whichever is less; and authorize the Executive Director to effectuate the provisions of Resolution No. 244-2009 and execute the Agreement.

Vice-Chairperson Putnam moved the recommendation for Item No. 8. Commissioner Rounds seconded the motion, which carried unanimously.

Commissioner Serrano inquired whether the readerboard sign will be re-designed.

Paul Ashworth, Executive Director, explained that the existing panel will be removed and replaced with a new LED panel.

Commissioner Serrano inquired whether the City will have use of the sign.

Mr. Ashworth stated that the City will have 25% of the overall airtime.

**CITY COUNCIL**

9. **CONSENT AGENDA**

**Minutes**

A. Minutes of the City Council Meeting of October 22, 2009

**Recommendation:** That the City Council approve the Minutes as submitted.

Councilmember Rounds moved to approve the Minutes. Councilmember Serrano seconded the motion, which carried unanimously.

### **PUBLIC HEARING**

10. Consideration of Adoption of Resolutions of Necessity Nos. 9224, 9225 and 9226 for the Acquisition by Eminent Domain of Certain Real Property Interests for Public Purposes for the Valley View Grade Separation Project

**Recommendation:** That the City Council separately consider Resolution Nos. 9224, 9225 and 9226; conduct a Public Hearing on the adoption of the proposed Resolutions of Necessity, receive from staff the evidence stated and referred to in the Agenda report, take testimony from any person wishing to be heard on issues A, B, C, and D as stated in the report, consider all evidence to determine whether to adopt each proposed Resolution of Necessity; and if the City Council finds that the evidence warrants the necessary findings with respect to each of the proposed Resolutions of Necessity, then staff recommends that the City Council, in the exercise of its discretion, adopt proposed Resolution Nos. 9224, 9225 and 9226 (each of which require a 4/5 vote of the entire Council) and authorize the City Attorney's office to file an eminent domain proceeding to acquire the subject real property interests; authorize the City Attorney's office and City staff to take all necessary steps to deposit with the court the amount of probable compensation required by law for issuance of the Order for Possession; and authorize the City Manager, or his designee, to execute all necessary documents.

City Attorney Skolnik stated that tonight the City Council is being asked to consider adopting three Resolutions of Necessity for the Acquisition of a partial fee interest, permanent street easements, permanent utility easements, and temporary construction easements on certain properties located on Valley View Avenue and Borate Street in the City of Santa Fe Springs in connection with the Valley View Avenue Grade Separation Project.

He further advised Council that after the staff presentation, the Public Hearing should be held to receive public comment on this item. Following the Public Hearing, the Council will then need to separately consider and vote on each Resolution of Necessity.

Don Jensen, Director of Public Works, introduced the attorneys and consultants working on the City's behalf and then gave a very detailed staff presentation.

Mayor Gonzalez inquired of City Clerk Barbara Earl whether any letters had been submitted to the City Council regarding the issue.

Ms. Earl stated she had received one letter from the Law Offices of Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP dated October 28, 2009, which was received on the same date.

Councilmember Velasco, at 6:23 p.m., entered the proceedings.

Mayor Gonzalez opened the Public Hearing and invited anyone wishing to be heard regarding the adoption of Resolution of Necessity Nos. 9224, 9225 and 9226 to come forward.

Having no one come forward, Mayor Gonzalez closed the Public Hearing.

City Attorney Skolnik advised that each Resolution of Necessity must be considered separately and requires a 4/5 vote of the City Council.

City Attorney Skolnik stated that Resolution No. 9224 involves real property interests located at 14515-14565 Valley View Avenue which is further identified as Assessor's Parcel Number 8069-006-042.

He then read Resolution No. 9224 by title as follows: A Resolution of Necessity of the City of Santa Fe Springs Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition thereof, in connection with the Valley View Grade Separation Project.

Councilmember Serrano moved to adopt Resolution No. 9224. Mayor Pro Tem Putnam seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

City Attorney Skolnik stated that Resolution No. 9225 involves real property interests located at 14027, 14103, and 14100 Borate Street which are further identified as Assessor's Parcel Numbers 8069-008-031, 032, and 033.

He then read Resolution No. 9225 by title as follows: A Resolution of Necessity of the City of Santa Fe Springs Declaring Certain Necessary for Public Purposes and Authorizing the Acquisition thereof, in connection with the Valley View Grade Separation Project.

Councilmember Serrano moved to adopt Resolution No. 9225. Mayor Pro Tem Putnam seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

City Attorney Skolnik stated that Resolution No. 9226 involves real property interests located at 15015 Valley View Avenue which are further identified as Assessor's Parcel Numbers 8069-008-025 and 035.

He then read Resolution No. 9226 by title as follows: A Resolution of Necessity of the City of Santa Fe Springs Declaring Certain Necessary for Public Purposes and Authorizing the Acquisition thereof, in connection with the Valley View Grade Separation Project.

Councilmember Serrano moved to adopt Resolution No. 9226. Mayor Pro Tem Putnam seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

City Attorney Skolnik explained that Council will now need to act on three staff recommendations: 1) Authorize the City Attorney to file eminent domain proceedings to acquire the real property interests; 2) Authorize the City Attorney and City staff to take all necessary steps to deposit with the court the amount of probable compensation required by law for issuance of Orders for Possession; and 3) Authorize the City Manager to execute all necessary documents in connection with the eminent domain proceedings to acquire the real property interests.

Councilmember Serrano moved the three recommendations. Councilmember Velasco seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

6. Resolution No. 245-09 – Approving the Use of Community Development Commission Funds for the Acquisition of Certain Real Property Interests for the Valley View Grade Separation Project

**Recommendation:** That the Commission adopt Resolution No. 245-09 finding that the Valley View Grade Separation Project benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of the project is available within the community; appropriate the indicated amount from 2006 tax exempt bond proceeds to cover the probable just compensation established by the City Council and required by law for issuance of the Order for Possession; and authorize the City Manager, or his designee, to execute all necessary documents and authorize the City Attorney's office and CDC staff to take all necessary steps to deposit said funds with the court.

17. Resolution No. 9232 – Approving the Use of Community Development Commission Funds for the Acquisition of Certain Real Property Interests for the Valley View Avenue Grade Separation Project

**Recommendation:** That the City Council adopt Resolution No. 9232 finding that the Valley View Grade Separation Project benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of the project is available within the community.

City Attorney Skolnik advised that Item Nos. 6 and 17 were also companion items and should be taken together.

Councilmember Rounds moved the recommendations for Item Nos. 6 and 17. Mayor Pro Tem Putnam seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

#### **PUBLIC HEARING**

11. Resolution No. 9228 – Approval of the I-5 (Valley View Avenue to San Gabriel River) Freeway Agreement

**Recommendation:** That the City Council conduct the Public Hearing; and adopt Resolution No. 9228 approving the I-5 (Valley View Avenue to San Gabriel River) Freeway Agreement and authorize the Mayor to sign the Agreement.

Mayor Gonzalez opened the Public Hearing and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Gonzalez closed the Public Hearing.

Mayor Pro Tem Putnam moved the recommendation. Councilmember Serrano seconded the motion, which carried unanimously.

#### **PUBLIC HEARING**

12. General Plan Amendment No. 23  
Resolution No. 9229

Request to amend the land use map of the City's General Plan from the existing land use designation of "Business Park" to "Multi-Family Residential" on three existing parcels at 9830 Jersey Avenue, 9841 Alburdis Avenue and 9851 Alburdis Avenue

**Recommendation:** That the City Council conduct the Public Hearing; and adopt Resolution No. 9229 approving General Plan Amendment Case No. 23.

**PUBLIC HEARING**

13. Zone Change Case No. 131  
Ordinance No. 1005

Request for approval to change the zoning designation for three existing parcels at 9830 Jersey Avenue, 9841 Alburto Avenue, and 9851 Alburto Avenue from ML, Limited Manufacturing Administration and Research, Zone to R-3-PD, Multiple-Family Residential-Planned Development, Zone

**Recommendation:** That the City Council conduct the Public Hearing; find that Zone Change Case No. 131 satisfies the criteria and conditions set forth in Section 155.825 et seq. of the City Code for the granting of a change of zone; find that Zone Change Case No. 131 is consistent with the City's General Plan as amended by General Plan Amendment Case No. 23; find that the 2.67 plus acres of property is suitable for the requested change of zone; and introduce and waive further reading of Ordinance No. 1005.

City Attorney Skolnik suggested holding the Public Hearing for Item Nos. 12 and 13 together.

Mayor Gonzalez opened the Public Hearing and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Gonzalez closed the Public Hearing.

City Attorney Skolnik read the Ordinance by title as follows: An Ordinance of the City of Santa Fe Springs Amending Title 5 of the Code of Ordinances of the City, "The Zoning Ordinance" of the City, by Placing Certain Properties within the City into the R-3-PD, "Multi-Family Residential-Planned Development" Zone.

Councilmember Velasco moved the recommendations for Item Nos. 12 and 13. Mayor Pro Tem Putnam seconded the motion.

Councilmember Serrano prompted discussion of the items stating that he was not sold on the project and would like staff to come back with more information regarding the residential portion of the complex.

Following discussion by Council, City Attorney Skolnik suggested that the items be continued to the next Council meeting in order to preserve the integrity of the Notice and the Public Hearing.

Mayor Gonzalez re-opened the Public Hearing and invited interested parties to come forward to address the Council.

Richard Martinez, 9805 Jersey Avenue, inquired as to the number of parking spaces allotted in the project, and expressed concern that he has trouble parking in front of his home now because of the other complexes in the area.

Paul Ashworth, Director of Planning and Development, stated the Jersey/Alburtis project will provide two covered parking spaces for each unit, plus an additional twenty visitor parking spaces scattered throughout the project, for a total of 120 parking spaces serving the project.

Alma Martinez, 9805 Jersey Avenue, inquired as to when construction on the project will begin, how long it will last, and how noisy the crew was.

Mr. Ashworth stated the developer for the new project had not yet committed to a schedule; the rehabilitation work being performed at the Villa Verde apartments will be completed by the end of December.

Ron Pardini, business owner, 9830 Jersey Avenue, stated that he did not receive a copy of the notice; expressed his opposition to the project; also expressed his concern regarding property values and their impacts upon his fellow business owners.

Vince Parra, 9834 Jersey Avenue, expressed concern regarding the re-zoning and inquired what will happen to his business.

Having no one else come forward, Mayor Gonzalez closed the Public Hearing.

City Attorney Skolnik stated that now will be the appropriate time for Council to consider the substitute motion to continue Item Nos. 12 and 13 to the November 24 Council meeting.

Councilmember Serrano moved the recommendation to continue Item Nos. 12 and 13 to the November 24 meeting. Councilmember Rounds seconded the motion, which carried unanimously.

#### **ORDINANCE FOR INTRODUCTION**

14. Ordinance No. 1006 – Amending Section 130.04 of the City Code Banning Smoking within Public Parks

**Recommendation:** That the City Council waive further reading and introduce Ordinance No. 1006, an ordinance amending Section 130.04 of the City Code to make it unlawful to smoke within public parks.

Councilmember Serrano stated that he did not agree with the Ordinance in that it would take rights away from people and put pressure on staff to enforce it; he suggested that staff re-write it and bring it back to a future Council meeting.

Mayor Pro Tem Putnam expressed agreement with Councilmember Serrano's comments as did Councilmember Rounds.

City Manager Latham stated that staff will bring it back at a later date after it has been researched further.

## **NEW BUSINESS**

16. Resolution No. 9231 – Request for Parking Restriction on Arctic Circle

**Recommendation:** That the City Council adopt Resolution No. 9231, which would prohibit parking of vehicles weighing over 6,000 pounds on the south side of Arctic Circle beginning at a point 1,600 feet east of the centerline of Shoemaker Avenue to a point 2,000 feet east of the centerline of Shoemaker Avenue and implement a tow-away zone for vehicles that violate the restriction.

Councilmember Rounds moved the recommendation. Mayor Pro Tem Putnam seconded the motion, which carried unanimously.

19. Renewal of Concession Agreement with Ebrahim Ghaneian

**Recommendation:** That the City Council renew the Concession Agreement with Ebrahim (Ebie) Ghaneian to operate the kitchen at Heritage Park and grant him exclusive catering rights for weddings and large picnics at Heritage Park. This agreement shall be for a five-year period, October 1, 2009 through October 1, 2014.

20. Request for Transfer of Trucking Use Time Extension Entitlement

**Recommendation:** That the City Council approve the transfer of the rights and privileges granted by the Trucking Use Time Extension issued to Yellow Freight Systems, Inc. to Crown Enterprises, Inc. subject to the same terms and conditions set forth in the original Memorandum of Understanding.

21. Request for Approval of a Recyclable Materials Dealer Permit for Pivco Recycling Company

**Recommendation:** That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 18 to Pivco Recycling for an annual renewal period set to expire on June 30, 2010, subject to the conditions of approval.

22. Review and Consideration of the San Gabriel Watershed and Mountains Special Resource Study Position Paper

**Recommendation:** That the City Council approve the recommendations in the Position Paper and authorize the City Manager and staff to prepare and send comments to the National Park Service regarding the San Gabriel Watershed and Mountains Special Resource Study.

23. Authorization to Sign a Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the City of Norwalk to Provide Grant Administration Services for Federal Transit Administration Grant CA-04-0141

**Recommendation:** That the City Council authorize the City Manager to execute an MOU between the City of Santa Fe Springs and the City of Norwalk to provide grant administration services for Federal Transit Administration Grant CA-04-0141, which provides \$475,000 to the City of Santa Fe Springs for the Transportation Center Parcel B Parking Expansion Project.

24. Amendment of Water Rates and Related Charges for FY 2009-2010

**Recommendation:** That the City Council direct staff to initiate proceedings in accordance with Proposition 218 to consider implementing a 12.0% increase in water rates and 7.0% increase in service charges as of February 1, 2010.

Councilmember Rounds moved the recommendations for Item Nos. 19, 20, 21, 22, 23 and 24. Councilmember Serrano seconded the motion, which carried unanimously.

#### **UNFINISHED BUSINESS**

25. Designation of Waste Hauler to Provide Solid Waste Collection and Disposal Services for the Villages at Heritage Springs Housing Development

**Recommendation:** That the City Council: 1) designate Serv-Wel Disposal as the provider of solid waste collection and disposal services for the Villages at Heritage Springs Housing Development; 2) authorize staff to prepare the requisite amendments to the Franchise Agreement between Serv-Wel and the City; 3) and maintain service with the current provider of waste disposal services at City facilities.

Councilmember Rounds moved the first and second recommendations and directed staff to explore other options with regard to the third recommendation and bring them back to a future Council meeting.

26. **INVOCATION**

Councilmember Rounds gave the Invocation.

27. **PLEDGE OF ALLEGIANCE**

The Norwalk VFW Post, along with Santa Fe Springs Police and Fire personnel, presented the Colors.

#### **INTRODUCTIONS**

28. Representatives from the Youth Leadership Committee

Those members who were present introduced themselves.

29. Representatives from the Chamber of Commerce  
Rick Landis, Santa Fe Springs Swap Meet, and Michael Becher, Miller Giangrande, LLP were present representing the Chamber.

30. Chamber of Commerce Citizens of the Year  
Laurie Lanham, Citizen of the Year Chairperson, introduced Residential Citizen of the Year Louis Serrano and Business Resident of the Year Randall Courtney, Digital DataWerks, and invited Council to the Citizen of the Year Luncheon to be held on Wednesday, November 18, 11:30, Town Center Hall.

31. **ANNOUNCEMENTS**

Hilary Keith, Director of Library and Cultural Services, updated the Community Events Calendar.

**PRESENTATIONS**

32. Presentation to the City Council from the American Cancer Society  
Fernando Tarin, Director of Police Services, introduced his Co-Chairs of the 2009 Relay, Fire Chief Alex Rodriguez and Wendy Meador of Tangram Interiors, along with ACS representative Larry Sandoval. Mr. Sandoval presented Council with a Certificate of Appreciation for their support and combined departmental contributions totaling over \$11,000, bringing overall contributions to date to \$1,174,468; pictures with Council were taken.

33. Proclaiming November 15, 2009 as "America Recycles Day in Santa Fe Springs"  
Mayor Gonzalez called upon City Clerk Barbara Earl to read the Proclamation.

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

Committee Appointments

Mayor Gonzalez appointed Richard Moore to the Historical Committee.

35. **ORAL COMMUNICATIONS**

Mayor Pro Tem Putnam opened Oral Communications and invited interested parties to come forward to address the Council.

Councilmember Serrano congratulated Mayor Gonzalez and Mayor Pro Tem Putnam on their recent re-elections and also Councilmember-Elect Trujillo.

36. **EXECUTIVE TEAM REPORTS**

Fernando Tarin advised Council of PSC efforts to gear up for the holiday season and announced that Public Safety Officer Darryl Pedigo was the proud father of a new baby girl, Lauren Marie.

**37. ADJOURNMENT**

Mayor Gonzalez, at 7:45 p.m., adjourned the meetings and invited everyone to join him at the Veterans' Fountain to place a memorial wreath in honor of Veterans' Day.

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Luis M. Gonzalez  
Mayor

ATTEST:

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Barbara Earl, CMC, City Clerk



# City of Santa Fe Springs

Community Development Commission Meeting

November 24, 2009

## AWARD OF CONTRACT

Commercial/Industrial Street Rehabilitation Project Federal Project No. 5340 (012)

### RECOMMENDATION

That the Community Development Commission take the following actions:

1. Accept the bids for the Commercial/Industrial Street Rehabilitation Project Federal Project No. 5340 (012); and
2. Award a contract to R.J. Noble Company of Orange, California, in the amount of \$1,045,265.50.

### BACKGROUND

At the September 11, 2008 Community Development Commission meeting, the Commercial/Industrial Street Rehabilitation Project Federal Project No. 5340 (012) was incorporated into the Six-Year (FY 2006-2012) Capital Improvement Program. Subsequently, at their meeting of July 23, 2009, the Commission authorized the City Engineer to advertise for construction bids.

The proposed project involves the reconstruction of three commercial and industrial streets. The proposed project will restore these streets to an acceptable condition. The following three locations are to be reconstructed:

1. Marquardt Avenue from Freeway Drive to Coyote Creek
2. Mica Street from Marquardt Avenue to easterly cul-de-sac
3. Excelsior Drive from 450' west of Spring Avenue to Marquardt Avenue

Bids were opened on November 10, 2009 and a total of eleven (11) bids were received. The lowest responsible bidder for the project was R.J. Noble Company of Orange, California in the amount of \$1,045,265.50. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
R.J. Noble Company	\$1,045,265.50
Sequel Contractors Inc.	\$1,172,165.50
All American Asphalt	\$1,207,370.00
Universal Asphalt Company, Inc.	\$1,218,606.00
Sully Miller Contracting Company	\$1,241,820.00
Imperial Paving Company, Inc.	\$1,260,925.00
Hardy and Harper, Inc.	\$1,276,000.00
Shawnan	\$1,287,742.00
Excel Paving Company	\$1,328,262.50

Report Submitted By: Don Jensen, Director  
Department of Public Works

Date of Report: November 17, 2009

SB

<u>Company Name</u>	<u>Bid Amount</u>
Elite Bobcat Service, Inc.	\$1,340,380.00
Silvia Construction, Inc.	\$1,446,399.00

The bid submitted by R.J. Noble Company is 50% below the Engineer's Estimate of \$2,096,700.00.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J. Noble Company to be satisfactory.



Frederick W. Latham  
City Manager



Paul Ashworth  
Executive Director

Attachment(s):

None.



# City of Santa Fe Springs

Community Development Commission Meeting

November 24, 2009

## **AUTHORIZATION TO ADVERTISE** **Neighborhood Center Renovation and Modernization Project**

### **RECOMMENDATION**

That the Community Development Commission authorize the City Engineer to advertise for construction bids for the Neighborhood Center Renovation and Modernization Project.

### **BACKGROUND**

The Neighborhood Center Renovation and Modernization Project was approved by the Community Development Commission at the Joint Study Session on the Capital Improvement Program on March 27, 2008. At this meeting, the project was included in the Six-Year Capital Improvement Program FY 2006-07 through FY 2011-12.

LPA completed the proposed design for the Neighborhood Center Project and presented it to the Council Liaisons (Councilmember's Joe Serrano and Gus Velasco) and the City Manager on March 10, 2009.

On March 19, 2009 at the Joint Study Session on the Capital Improvement Plan, the Commission took action to approve the Architect's cost estimate of \$5,611,000 to complete the Neighborhood Center Project improvements. The Commission approved budget for the Project was based on a preliminary plan of core and modernization improvements.

During the design phase, more detailed inspections were done to verify the integrity of the building. As a result of those inspections, it was determined that additional work would be needed to complete the project. The revised total project cost estimate is now \$6,400,000. The increase in the cost estimate amounts to \$789,000 and includes the following additional work:

- Additional roof beams require replacement due to termite damage
- Additional doors/siding require replacement due to asbestos lead contamination
- Additional HVAC zones were added to achieve additional energy efficiencies
- Changes in the California Building Code (Title 24) as it pertains to energy efficiency standards
- A security system was not included in the earlier cost estimate

Report Submitted By:

Don Jensen, Director  
Department of Public Works

Date of Report: November 17, 2009

8/C

- Additional landscaping was added on the east side of the facility to compliment the renovation

Although the estimated project cost has increased by approximately 14%, staff anticipates that the lowest responsible bid will be approximately 10-20% less than the estimated project cost. This is based on the current economic market and recently bid CIP projects, including the Library Renovation and Modernization Project.

The plans and specifications are complete, and the Public Works Department is ready to advertise for construction bids for this project.

#### FISCAL IMPACT

Renovation of the facility will reduce routine maintenance and utility costs.

#### INFRASTRUCTURE IMPACT

The renovation and modernization of the Neighborhood Center is an investment in the facility to provide services to the community.



Frederick W. Latham  
City Manager



Paul Ashworth  
Executive Director

#### Attachment(s):

None.



## **NEW BUSINESS**

### Los Angeles County Economic Development Corporation (LAEDC) 2009 Most Business-Friendly City: Santa Fe Springs

#### RECOMMENDATION – That:

- 1) The Chairperson call upon the City Manager to give background;
- 2) The Commission endorse staff's recommendation to incorporate the theme "Celebrating our Business Friendly Community" into the February 24, 2010, State of the City event, and that the CDC host this event using already budgeted CDC funds; and
- 3) The Commission authorize staff to seek proposals for the development of a 7-to-8 minute video that promotes the benefits of living and working in Santa Fe Springs, which would be premiered at the State of the City event in February. (Proposals will be brought back to the Commission at a later date for approval to move forward with the project.)

#### BACKGROUND

On November 12, 2009, at the Los Angeles County Economic Development Corporation's (LAEDC) 14th Annual Eddy Awards® ceremony, the City of Santa Fe Springs was named "Most Business-Friendly City" in Los Angeles County, for cities with a population under 60,000. Every year, the LAEDC recognizes two cities (one with a population over 60,000 and one under), for their commitment to creating a business friendly environment where businesses can thrive and create jobs. Santa Fe Springs nudged out a worthy group of nominees that also included the cities of Bell Gardens, Commerce, and La Mirada. The award finalists were selected based on the following criteria:

- Demonstrated commitment to economic development as a priority
- Excellence in programs and services designed to facilitate business entry, expansion, and retention
- Economic development activity over the past three years
- Competitive business tax rates and fee structures
- Availability of economic incentives
- Effective communication with and about business clients

The "Most Business-Friendly" designation is the culmination of a long line of National and Statewide awards that the City has received over the past number of years, such as its designation as an All-America City (twice) and several Awards of Excellence from the California Redevelopment Association

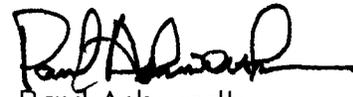
and League California Cities.

These awards recognize the longstanding partnership between the City and the business community. Given the prestige and significance of this most recent award, staff is recommending that the City work with the Chamber of Commerce to incorporate the theme "Celebrating our Business Friendly Community" into the February 24, 2010, State of the City event, to be held at Town Center Hall. The event would therefore be a celebration of this partnership as exemplified by the award.

As the Commission knows, the State of the City is an annual event co-sponsored by the City and Chamber of Commerce where City leaders communicate the achievements of the past year, as well as articulate and forecast goals and prospects for the upcoming year. Staff is recommending that the City take advantage of this community event, which attracts attendees from both business leaders and residents, to highlight the City's achievement and to thank everyone involved for their longstanding contributions in making Santa Fe Springs such a wonderful place to live, work, and play.



Frederick W. Latham  
City Manager



Paul Ashworth  
Executive Director

**PLEASE REFER TO ITEM NO. 8-A**



# City of Santa Fe Springs

City Council Meeting

November 24, 2009

## UNFINISHED BUSINESS

### Amendment of the Intercity Rail Passenger Facility Contract for the Valley View Grade Separation Project

#### RECOMMENDATION

That the City Council take the following actions:

1. Approve an Amendment of the Intercity Rail Passenger Facility Contract to Modify the Contract Amount; and
2. Authorize the Director of Public Works to execute the Amendment to the Contract.

#### BACKGROUND

The Valley View Grade Separation Project will involve the modification of the existing at-grade crossing of the BNSF Railroad on Valley View Avenue south of Stage Road. The estimated project cost of \$75,177,000 will be covered through a combination of Federal, State and Railroad funds as follows:

• Federal Funds	\$ 18,009,000
• State Grade Separation Funds	\$ 5,000,000
• State TCIF Funds	\$ 25,570,000
• State TCRP Funds	\$ 23,698,000
• Railroad Funds	\$ <u>2,900,000</u>

Total Project Cost/Funding                      \$ 75,177,000

In November 2006, the City Council approved an agreement entitled "Intercity Rail Passenger Facility Contract" to facilitate the transfer of State TCRP funds to the City. The contract amount, as stated in the initial agreement, was \$37,363,000 and included additional funds that were made available at that time to cover other State funds that had not yet been secured so that the Project could proceed.

Subsequently, the City was able to secure all other State funds needed to complete the Project. This includes the State Grade Separation and State TCIF funds listed above. The Division of Rail is now recommending that the contract amount be reduced from \$37,363,000 to \$31,689,000. This will allow TCRP funds which are no longer needed for Valley View to be allocated to other projects.

All other terms of the original contract remain the same. The Contract Amendment has been reviewed by staff and is now ready to be executed.

Report Submitted By: Don Jensen, Director   
Department of Public Works

Date of Report: November 16, 2009

FISCAL IMPACT

The Valley View Grade Separation Project remains fully funded. Modification of the Intercity Rail Passenger Facility Contract is needed to ensure that an appropriate amount of State TCRP funds remain committed to the Project.

INFRASTRUCTURE IMPACT

The project will result in the elimination of an at-grade railroad crossing. Benefits to be gained from the project include improved safety for motorists, better traffic circulation and enhanced rail operations.



Frederick W. Latham  
City Manager

Attachment(s)

Amendment to the Intercity Rail Passenger Facility Contract  
(On File with the City Clerk)

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

INTERCITY RAIL PASSENGER FACILITY CONTRACT

FACE SHEET

CONTRACTOR: City of Santa Fe Springs  
 EFFECTIVE DATE OF CONTRACT: August 18, 2005  
 TERMINATION DATE OF CONTRACT: August 18, 2010  
 DATE OF FUNDING ALLOCATION: August 18, 2005  
 CTC RESOLUTION NO.: TFP-05-10  
 TITLE OF PROJECT: Pacific Surfliner-Valley View Avenue Grade Separation  
 FISCAL YEAR(S) PROGRAMMED: 2005-06  
 FUNDS AUTHORIZED FOR EXPENDITURE: \$37,363,000 - \$5,674,000  
 FUND SOURCE AUTHORIZATIONS: TCRF

SOURCE DIST UNIT	CHARGE DIST UNIT	EXP AUTH GEN LED SUB ACCT WORK ORDER NO.	SPECIAL DESIGNATION SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.	OBJECT	AMOUNT	DE CR	FY	ENCUMBRANCE DOCUMENT NUMBER
75	807	R958RA		7049	0		01/02	TRR958RA
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.								
ITEM 2660-889- 3007	CHAPTER 91	STATUTES 2000	FISCAL YEAR 2001					1/26/04
SOURCE DIST UNIT	CHARGE DIST UNIT	EXP AUTH GEN LED SUB ACCT WORK ORDER NO.	SPECIAL DESIGNATION SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.	OBJECT	AMOUNT	DE CR	FY	ENCUMBRANCE DOCUMENT NUMBER
75	807	R958RA		7049	-\$5,674,000		01/02	TRR958RA
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.								
ITEM 2660-889- 3007	CHAPTER 91	STATUTES 2000	FISCAL YEAR 2001	<i>Gregory Evans</i>				10-21-07 1/26/04

Original Contract Amount: \$37,363,000  
 Amendment 1: 0 (Time Only)  
 Amendment 2: -\$5,674,000  
 Total Amount of Contract: \$31,689,000

**INTERCITY RAIL PASSENGER FACILITY  
CONTRACT**

This Contract, effective as of the date set forth on the face sheet, is entered into by and between the public entity identified thereon, hereinafter referred to as "**CONTRACTOR**," and the **STATE OF CALIFORNIA**, acting by and through its Business, Transportation and Housing Agency, Department of Transportation, hereinafter referred to as "**STATE**."

**ARTICLE I. CONTRACT FUNDING**

**SECTION 1.** **STATE** has applied to the California Transportation Commission (**CTC**) for funds, derived under the identified **STATE** Fund Source, for allocation by **CTC** for the project as identified on the face sheet above and as further described in the "Scope of Work." That Scope of Work is Attachment I hereto and by this reference, it is made an express part of this Contract and hereinafter referred to as "Project."

**SECTION 2.** **CTC** has allocated funds for the Project, or a phase of the Project (Project Phase), in the **CTC** Resolution (the "Resolution") identified on the Face Sheet of this Contract. That Resolution is made an express part of this Contract. **CONTRACTOR** agrees to be bound to the terms and conditions of this Resolution, and all restrictions, rights, duties and obligations established therein shall accrue to the benefit of **CTC** and will be subject to any necessary enforcement action by either **CTC** or **STATE** acting on behalf of **CTC**. The **CONTRACTOR** also agrees to be bound by the terms and conditions stated by **CTC** in Resolution G-95-05 relative to the timely expenditure of Project funds. That Resolution G-95-05 is not an Attachment to this Contract but the contents thereof are, by this reference, made an express part of this Contract.

**SECTION 3.** **STATE** has prepared this Contract and all referenced Attachments, Resolutions of **CTC**, and Addenda, setting forth the terms and conditions under which said Project is to be performed and said funds provided by **STATE** are to be expended by **CONTRACTOR**.

**SECTION 4.** **STATE** and **CONTRACTOR** have negotiated the "Scope of Work" describing the entire Project or Project Phase, if applicable, with the tasks to be performed for each separate phase of the Project. Subsequent Project Phase descriptions beyond the initial approved description, if any, can only be added to this Contract by an Amendment process. The Scope of Work sets forth the Funding Budget, Project Schedule, Work Tasks, Estimated Project Expenditure Budget and Estimated Quarterly cash needs Schedule for the entire Project. State funding included as part of the expenditure schedule established in each original or amended Scope of Work for every Project Phase, initial or subsequent, shall not be exceeded or modified without a subsequent encumbrance of **STATE** funds and the amendment of this Contract.

**SECTION 5.** **CONTRACTOR** shall conform to any and all environmental obligations established in **CTC** Resolution G-91-2, Attachment III hereto which is by this reference made an express part of this Contract, at the expense of **CONTRACTOR** or another responsible party and without further financial contribution or obligations of **STATE**.

**SECTION 6.** The amount shown on the Face Sheet hereto as "Funds Authorized for Expenditure" is the maximum amount authorized for reimbursement to **CONTRACTOR** for Project work as defined in the Scope of Work. The **STATE** funding commitment hereunder is limited to the amount authorized and encumbered under this Contract for reimbursement to **CONTRACTOR**.

**SECTION 7.** Funding made available to **CONTRACTOR** under this Contract will terminate on the Termination Date first specified on the face sheet above, unless earlier terminated upon written notice from **STATE** to **CONTRACTOR** pursuant to Article IV, Section 7 or unless extended by an amendment to this Contract.

**SECTION 8.** This Contract may be modified, altered or revised only with the joint written consent of **CONTRACTOR** and **STATE**.

**SECTION 9. CONTRACTOR** shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 through 4529.5) on the basis of a noncompetitive negotiation for Project work to be performed under this Contract without prior written approval by the **STATE**. Contracts awarded prior to the effective date, if intended as a match, must meet the requirements set forth in this paragraph and Section 5 of Article IV.

**SECTION 10. CONTRACTOR** has agreed to accept and conform to the applicable provisions contained herein, including all Attachments, Resolutions and Addenda (collectively the "Provisions"), as a condition of acceptance of the described funds. **STATE** shall have the administrative rights, duties and responsibilities described in these Contract Provisions.

**SECTION 11.** The Project Administrator for **STATE** shall be the Rail Program Manager or designee and for **CONTRACTOR**, its General Manager, Executive Director or a designee named in writing.

## **ARTICLE II. PROJECT DESCRIPTION**

**SECTION 1. CONTRACTOR** agrees to complete the Project, or the identified Project Phase thereof, all as described in the attached Scope of Work for the identified Project or Project Phase. Reference hereinafter to the Project shall also mean the Project Phase if appropriate.

**SECTION 2. CONTRACTOR** agrees that if **STATE** encumbered funds made available pursuant to this Contract prove insufficient to complete the described Project and open it to revenue operation for the benefit of the public, that the payment of any additional amounts required to open the Project for that public use shall be the sole responsibility of **CONTRACTOR**. **CONTRACTOR** further agrees that it will secure and provide, without further **STATE** funding assistance under this Contract process, such additional **CONTRACTOR** or other third party resources as are necessary to pay these additional amounts and expeditiously complete the Project.

## **ARTICLE III. SCOPE OF WORK**

**SECTION 1. CONTRACTOR** shall be responsible for complete performance of the Project work described in the approved Scope of Work document for the Project related to this commitment of **STATE** funds. All Project work shall be accomplished in accordance with the applicable provisions of the California Constitution, the Public Utilities Code, the Streets and Highways Code, the Government Code and other applicable statutes and regulations.

**SECTION 2. CONTRACTOR** acknowledges and agrees that **CONTRACTOR** is the sole control and manager of the proposed Project, unless specifically addressed to the contrary in the Scope of Work document, and its subsequent employment for the benefit of the public. **CONTRACTOR** shall be solely responsible for complying with the funding and use restrictions established by the statutes from which the Project funds are derived, allocation Resolution and other restrictions established by **CTC**, the State Treasurer, the Internal Revenue Service, and the terms of this Contract. **CONTRACTOR** shall indemnify, defend and hold harmless **STATE**, **CTC** and the State Treasurer relative to any misuse by **CONTRACTOR** of State funds, Project property, Project generated income or other fiscal acts, errors or omissions of **CONTRACTOR**.

**SECTION 3.** The Scope of Work and the Face Sheet show the maximum amount available for expenditure under terms of this Contract. **STATE** is not obligated to reimburse **CONTRACTOR** a cumulative amount greater than the cumulative amount identified in the Scope of Work for any time period or at any time earlier than the dates shown in the Estimated Quarterly Cash Needs Schedule therein.

**SECTION 4.** The Scope of Work includes an estimated completion date or dates for each of the Project Phases or items of work identified therein and **CONTRACTOR** shall conform to those completion dates.

#### ARTICLE IV. PAYMENT

**SECTION 1.** **CONTRACTOR** agrees to contribute not less than any required local contribution (other than state or federal funds) toward the actual cost of the Project. **CONTRACTOR** shall contribute any required amount of the cost of the Project in accordance with the Scope of Work's Funding Budget.

**SECTION 2.** Project related travel and subsistence expenses of **CONTRACTOR** and its subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid regular State employees under then current State Department of Personnel Administration (DPA) rules. If travel and subsistence rates invoiced by **CONTRACTOR** are in excess of DPA rates, then **CONTRACTOR** is responsible for the difference and any overpayments inadvertently paid or credited as matching funds by **STATE** shall be reimbursed to **STATE** on demand. **CONTRACTOR** is limited to reimbursement of Design and Engineering costs not to exceed 10% of the total Project costs herein and Project Management costs of 5% of Project costs herein.

**SECTION 3.** Not more frequently than once a month, but at least quarterly, **CONTRACTOR** will prepare and submit to **STATE** (directed to the attention of the appropriate **STATE** Project Manager) signed invoices in triplicate for actual Project costs incurred and paid by **CONTRACTOR** consistent with the Scope of Work document. Advance reimbursement or payments to **CONTRACTOR** are not allowed. **CONTRACTOR** must not only have incurred the expenditures, but must have also paid them. Each such invoice will report the total Project expenditures from all sources and will specify the percent of state reimbursement requested pursuant to the terms of this Contract. The invoices should also summarize **STATE** money requested by category (right of way, construction, rolling stock, or private activity usage) and be accompanied by a report describing the overall work status and progress on Project tasks. The method of payment for this Contract will be based upon reimbursement for actual allowable Project costs incurred and paid by **CONTRACTOR**.

**SECTION 4.** **STATE** will retain ten percent (10%) of the payment scheduled to be made by **STATE** upon receipt of **CONTRACTOR's** final invoice for a one time payment or will retain ten percent (10%) from all progress payments until **STATE** has evaluated **CONTRACTOR's** performance and made a determination that all Contract requirements are satisfactorily fulfilled.

**SECTION 5.** Reimbursement will be made or allowed only for Project work performed after the Effective Date of this Contract and prior to the Termination Date. **CONTRACTOR** must complete both the Project work to be reimbursed and the final invoicing for the final reimbursement payment within the thirty-six (36) month period following execution of this Contract.

As used in this Contract, the Last Expenditure Date is also the Termination Date. The Termination Date refers to the last date for **CONTRACTOR** to incur valid Project costs or credits for reimbursement or matching credit, and that is also the date the expires. **CONTRACTOR** shall submit the Project Close-Out Report and the final Project invoice within one-hundred & eighty (180) days of that Termination Date. It is **CONTRACTOR's** responsibility to assure that all Project work is completed, all subcontractor invoices are received by the **CONTRACTOR** and all payments are made by **CONTRACTOR** for Project authorized goods and services (received and performed prior to that Termination Date).

**SECTION 6.** Reimbursement of Project costs to **CONTRACTOR** by **STATE** with any funds provided pursuant to this Contract is contingent upon prior budget action by the Legislature, funding allocation by **CTC**, submittal by **CONTRACTOR** and approval by **STATE** of all documentation required by Government Code Section 14085. In the event Project funds are delayed, canceled, limited or otherwise conditioned by acts of Congress, **CTC**, the Legislature, the Internal Revenue Service, the Federal Transit Administration or other third parties, **STATE** shall not be held liable for any resulting damage or penalty. In the event of any such imposition of additional conditions, delay, cancellation or reduction of **STATE** funding, **CONTRACTOR** shall be excused from meeting the time and expenditure constraints established in the Project and Financial Plan and in the Project Development schedule to the extent of such delay, cancellation or reduction of Project funds and this Contract will be amended to reflect the necessary changes in scope or scheduling of the Project.

**SECTION 7.** **STATE** reserves the right to terminate funding for any portion, phase or all of Project upon written notice to **CONTRACTOR** in the event that **CONTRACTOR** fails to proceed with Project work in accordance with the Scope of Work document or otherwise violates the conditions of these Provisions or **CTC** funding allocation such that substantial performance is materially endangered. No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **CONTRACTOR** either cures the default involved or, if said defaults are not reasonably susceptible of cure within said thirty (30) day period, **CONTRACTOR** proceeds thereafter to diligently complete the cure in a manner and time line acceptable to **STATE** as evidenced in writing by **STATE**. Unless in default as a consequence of such termination, **CONTRACTOR** shall be reimbursed its authorized Project costs (up to the limit of the **STATE's** share of allowable Project costs) incurred prior to the date of termination, provided that all other terms and conditions of this Contract have been met. Any such termination shall be accomplished by delivery to **CONTRACTOR** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of Project work under these Provisions is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **CONTRACTOR** and **STATE** shall meet to attempt to resolve any dispute.

#### **ARTICLE V. REPORTS AND RECORDS**

**SECTION 1.** **CONTRACTOR**, its contractors and all subcontractors shall all establish and maintain Project specific accounting systems and records that conform to Generally Accepted Accounting Principles (GAAP), properly accumulate and segregate incurred costs by line item for the Project, enable the determination of incurred Project costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **CONTRACTOR**, its contractors and all subcontractors connected with Project performance under this Contract shall be maintained for a minimum of three (3) years from the date of final payment to **CONTRACTOR** under these Provisions and shall be held open to inspection and audit by representatives of **STATE**, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished upon request. In conducting an audit of costs claimed under these Provisions, **STATE** will rely, to the maximum extent possible, on any prior audit of **CONTRACTOR**, its contractors and any subcontractors pursuant to the provisions of federal and state laws. In the absence of such an audit, any acceptable audit work performed by **CONTRACTOR**, external and internal auditors and/or federal auditors will be relied upon and used by **STATE** when planning and conducting additional audits.

#### **SECTION 2. Cost Principles**

- A. The **CONTRACTOR**, its Contractors and all subcontractors agree to comply with the Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments. **CONTRACTOR**, its Contractors and all subcontractors must agree that contract cost principles, at least as restrictive as 48 CFR, Federal Acquisition System, Chapter 1, Part 31, shall be used to determine the allowability of individual project cost items.
- B. Any costs for which the **CONTRACTOR** has received payment that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87 or 49 CFR Part 18 are subject to repayment by **CONTRACTOR** to **STATE**. Should the **CONTRACTOR** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed between the parties hereto, **STATE** is authorized to withhold future payments due **CONTRACTOR** from any source including but not limited to, the State Treasurer, the State Controller and the **CTC**.
- C. **CONTRACTOR** agrees to include Project in the schedule of projects examined in any annual audit and in the schedule of projects examined under any single audit that is in accordance with Office of Management and Budget Circular A-133.

**SECTION 3.** **CONTRACTOR** will insert clauses requiring the inclusion of the obligations undertaken in Sections 1 and 2 above of this Article V in all of **CONTRACTOR's** contracts and subcontractors funded in whole or in part by **STATE** under this Contract.

**SECTION 4.** Subject to the discretion of **STATE**, **CONTRACTOR** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of the Project. The first quarterly review meeting shall take place within ninety (90) days following execution of this Contract. **CONTRACTOR** agrees, during each quarterly progress review, to inform **STATE** regarding (1) whether the Project is proceeding on schedule and within budget, (2) any requested changes to the Project Management Plan, (3) major accomplishments during the quarter, (4) any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties, (5) the status of the Project Budget and, (6) the status of critical elements of the Project. **CONTRACTOR** shall provide a written report to **STATE** at or prior to each quarterly review meeting detailing the project status for each category shown above. **STATE** will consider whether reported Project activities are within the Project Scope of Work and in compliance with State laws, regulations, administrative requirements and implementation of the Project under this Contract.

**SECTION 5.** It is permissible for **CONTRACTOR** to expend Project funds as needed and to move funds between expenditure line items within the Estimated Expenditures Budget portion of the Project Scope of Work with maximum flexibility in accordance with revised budgets furnished to **STATE** prior to the actual expenditures. However, **CONTRACTOR** shall notify and obtain approval from **STATE** of any proposed changes in excess of ten percent (10%) in any expenditure category prior to actual expenditure. For proposed changes in excess of twenty percent (20%) in any expenditure category or for a reduction in proposed Project work or service levels, advance **STATE** approval must be obtained in writing and **STATE** will determine whether the proposed change is significant enough to warrant **CTC** review. Should a proposed change require any increase in State funds, the **CTC** and **STATE** must approve that change in advance of those Project funds being expended by **CONTRACTOR**.

**SECTION 6.** If **CONTRACTOR** and **STATE** determine, at any time during the performance of the Project that the Project budget may be exceeded, **CONTRACTOR** shall take the following steps:

- (1) Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential costs savings or other measures which will bring the budget into balance,
- (2) Schedule the projected overrun for discussion at the next Quarterly Review meeting, and
- (3) Identify the source of additional **CONTRACTOR** funds which can be made available to complete Project.

## **ARTICLE VI. GENERAL PROVISIONS**

**SECTION 1.** In the performance of Project work, **CONTRACTOR**, its contractor(s) and all 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 (cancer), age (over 40), marital status, denial of family care leave and medical care leave, and denial of pregnancy disability care leave. **CONTRACTOR**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **CONTRACTOR**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 et seq., are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this Contract by this reference and made a part hereof as if set forth in full. Each of the **CONTRACTOR's** contractors and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor Contracts. **CONTRACTOR** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Contract.

**SECTION 2. CONTRACTOR**, its contractor(s) and all subcontractors will permit access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of investigating to ascertain compliance with this Article VI.

**SECTION 3. CONTRACTOR** agrees to insert, in appropriate contracts, clauses to accomplish the effect of Sections 1 and 2 of this Article VI and Labor Code mandating that all workers employed on public works projects (as defined in Labor Code Sections 1720-1815) will be paid not less than the general prevailing wage rate as predetermined by the Director of Industrial Relations.

**SECTION 4. Business Enterprise Participation**

- A. Should Public Contract Code Sections 2000 or 10115 et seq. or Military and Veterans Code Sections 999 et seq. [Disabled Veterans Business Enterprises goal of three percent (3%)] be applicable to **CONTRACTOR**, **CONTRACTOR** will meet those applicable goals in the **CONTRACTOR'S** award of every contract for work to be performed under this Contract.
- B. **CONTRACTOR** shall have the sole duty and authority under this Contract to determine whether good faith efforts were sufficient as outlined in Public Contract Code Sections 2000 and 10115 et seq. and in Military and Veterans Code Sections 999 et seq.

**SECTION 5.** Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **CONTRACTOR**, its agents, contractors and subcontractors under, or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract or as respects environmental remediation obligations or duties of **CONTRACTOR** relative to a Project. It is also understood and agreed that, pursuant to Government Code Section 895.4, **CONTRACTOR** shall fully indemnify and hold **STATE** harmless from any liability imposed for injury (as defined by Government Code 810.8) or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **CONTRACTOR** under or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract.

**SECTION 6.** Subject to the terms and provisions of this Contract, **CONTRACTOR** shall be the owner of all improvements and property included in the Project constructed, installed or acquired by **CONTRACTOR** unless the Project Scope of Work explicitly provides to the contrary, whether with funding provided to **CONTRACTOR** under this Contract or otherwise. **CONTRACTOR** is obligated to continue operation and maintenance of the Project dedicated to the public transportation purposes for which the Project was initially approved unless **CONTRACTOR** ceases ownership of such Project property or ceases to utilize the Project for the intended public transportation purposes or sells or transfers title to or control over Project and **STATE** is refunded the Credits due **STATE** as provided herein below of this Article VI, 8. The Project right of way, the Project facilities constructed or reconstructed on the Project site and/or Project property purchased (excluding construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Contract) or rehabilitated shall remain permanently dedicated to public transit use in the same proportion and scope and to the same extent as described in this Contract unless **STATE** subsequently agrees otherwise in writing. Equipment acquired as part of the Project, including rail passenger equipment, shall be dedicated to that passenger use for the full economic life cycle of the equipment, including any extensions of that life cycle achieved by reconstruction, rehabilitation or enhancements regardless of the sources of funding for that life cycle extension.

**SECTION 7.** To the extent that **CONTRACTOR** operates and maintains Intermodal Transfer Stations, **CONTRACTOR** shall maintain those stations and all appurtenances, including, but not limited to, the restroom facilities and parking facilities used to support the Project or included as part of the Project, in good condition and repair and in accordance with the highest standards of cleanliness (Public Utilities Code, **SECTION** 99317.8). Upon the request of **STATE**, **CONTRACTOR** shall also authorize state-funded bus services to use these stations, parking facilities and appurtenances without any charge to **STATE** or the bus operators. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of these state-funded bus services (for the purpose of this "state-funded bus service" means any bus service funded pursuant to Public Utilities Code Section 99316 or any other service funded by **STATE**).

**SECTION 8.** Except as otherwise set forth in this Section 8, **STATE**, or any assignee public body acting on behalf of **STATE** or the **CTC**, shall be entitled to a refund or credit, at **STATE's** sole option, equivalent to the proportionate funding participation in the Project by **STATE** should **CONTRACTOR** cease to utilize the Project for the described and intended public transportation purposes or the **CONTRACTOR** sells or transfers title to or control over the Project. **STATE** shall also be entitled to an equivalent acquisition credit for any future purchases or condemnation of all or portions of the Project by **STATE** or a **STATE** designee or assignee. The refund or credit due **STATE** will be computed by the funding ratio of **STATE** and other non-**CONTRACTOR** funding dedicated to the Project measured against the level of **CONTRACTOR** funding participation applied to the then (date of future acquisition, sale or transfer) present fair market value of the Project property.

**SECTION 9.** In determining the fair market value of the Project property for purposes of calculating **STATE's** refund or credit under these Provisions, any portions of the Project site contributed by **CONTRACTOR** shall not be included unless matching fund credit was claimed by **CONTRACTOR**. In determining **STATE's** proportionate funding participation, **STATE's** contributions to parties other than **CONTRACTOR** shall be included as part of the **STATE** funding if those **STATE** contributions were made a part of Project funding.

**SECTION 10.** After **STATE** has received the refund or credit as provided in Section 8 above because **CONTRACTOR** ceased to utilize the Project for the intended public transportation purposes or sold or transferred title to or control over the Project, neither **CONTRACTOR** and/or any person to whom **CONTRACTOR** has transferred title or control shall any longer have any obligation under this Contract to continue operation of the Project and/or dedicate the Project or its facilities for public transportation purposes and that transferee may then use the Project property and any of its facilities for any lawful purpose.

**SECTION 11.** This Contract and these Provisions, including the **CTC** Resolutions, the Scope of Work document, and all included Attachments to this Contract, constitute the entire terms of The Intercity Rail Passenger Facility Contracts between the parties for the Project work to be performed.

**SECTION 12.** Disabled access review by the Department of General Services (Office of State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. No construction contract for that type of facility will be awarded by **CONTRACTOR** unless **CONTRACTOR's** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code. Further requirements and guidance are provided in Title 24 of The California Administrative Code and the Americans with Disabilities Act (Federal law). **CONTRACTOR** shall also provide **STATE** with two (2) full sets of plans and specifications for **STATE's** review at the fifty percent (50%) design completion level and again at the ninety percent (90%) design completion phase. **CONTRACTOR** must receive **STATE's** written approval of those plans and specifications prior to incurring any Project construction costs under the Scope of Work funded by this Contract.

**SECTION 13.** The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishers systems for any State owned or State occupied buildings per section 13108 of the Health and Safety Code. **CONTRACTOR** must assure that all relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with State fire protection standards for intercity rail passenger facilities.

**SECTION 14.** The remedy for the resolution of contract claims under this Contract shall be by binding arbitration. Unless otherwise agreed by **STATE** and **CONTRACTOR**, arbitration shall be held in Sacramento, California and shall be conducted by a single arbitrator selected by the parties from the certified list created by the Public Works Contract Arbitration Committee pursuant to Public Contract Code 10240.

**SECTION 15.** Compliance with all resource protection laws for the Project is required prior to **CONTRACTOR** requesting authority from **STATE** in writing to expend funds for construction or any right of way purchase. No public entity shall request funds nor shall any state agency, board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by environmental documentation required in California Government Code 21102. The California Environmental Quality Act (CEQA) does provide, in California Government Code 21080(b)(10), an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights of way already in use. Documentation of the decision to employ this exemption is required, and must

be approved by the **STATE**. **CONTRACTOR** shall also provide **STATE** with a draft of any environmental document produced for Project work thereunder for **STATE's** approval or review as appropriate.

**CONTRACTOR** must receive **STATE's** written comment to that environmental documentation prior to incurring any construction costs under the Scope of Work established as part of this Contract.

**SECTION 16.** **CONTRACTOR** shall furnish **STATE** with a Project Close-Out Report within one-hundred and eighty (180) days of Project completion in accordance with the CTC policy on the "Timely Use of Funds" as set forth in G-99-25, adopted August 18, 1999 and G-00-20, adopted July 19, 2000.

a) Funds allocated for project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated, unless an extension of time was approved by the CTC. **CONTRACTOR** must invoice **STATE** for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

b) Funds allocated for construction or for rail/transit equipment must be encumbered by the award of a contract within twelve months of the date of the allocation of funds, unless an extension of time was granted by the CTC. After the award of the 3rd party contract, **CONTRACTOR** has up to 36 months to complete (accept) the contract. **CONTRACTOR** must provide proof of the 3rd party contract award to extend this Contract for the 36 months from the contract award date. **CONTRACTOR** then has 180 days after contract acceptance to make final payment to the contractor or vendor, prepare the Project Close-Out Report and submit the final invoice to **STATE** for reimbursement.

#### **ARTICLE VII. BOND PROVISIONS**

**SECTION 1.** If the Project funding is being provided in whole or in part pursuant to the Clean Air and Transportation Improvement Act of 1990 (Proposition 116), the following additional provisions apply to **CONTRACTOR**.

(1) **CONTRACTOR** shall coordinate and share with other public transit operators any Project related facilities used for intercity rail services. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

(2) **CONTRACTOR** agrees that all passenger rail facilities acquired or constructed pursuant to this Contract shall be accessible to persons with physical disabilities, including wheelchair users. Any passenger vehicles and vessels acquired pursuant to this Contract shall be accessible to wheelchair users at all stops, stations and terminals, whether or not staffed.

**SECTION 2.** **CONTRACTOR** shall not loan any portion of the funds represented by this Contract to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement which is the economic equivalent of a loan, regardless of how it is named or structured.

**SECTION 3.** Except as provided in this Article VII, **STATE** and **CONTRACTOR** agree that any costs of the Project acquired or constructed by **CONTRACTOR** allocable to portions of the Project which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests not generally enjoyed by the public, (hereafter referred to as Non-governmentally Used Property or "NUP") shall, for accounting and bookkeeping purposes, be allocated to funding sources other than State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square or cubic footage/acreage of the area encumbered by the lease or easement relative to the total area acquired or constructed if all such is of approximately equal value. NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights) and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **CONTRACTOR**, provided that the sales Contract appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article VII to the contrary, **CONTRACTOR** may allocate grant funds to the cost of any NUP if (1) neither **CONTRACTOR** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of

the NUP, or (2) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.

**SECTION 4.** **CONTRACTOR** shall request, in writing, **STATE's** advance approval if Project funds are to be allocated to any NUP, except "incidental use" property described below. If property, the costs of which have previously been allocated to Project funds, is to become NUP before the State bond funds are fully paid or redeemed, then **CONTRACTOR** may allocate the costs of such property to another funding source utilized for this Project as provided in Section 3 of this Article VII, or obtain **STATE's** approval that the allocation of the costs of such property to the grant funds may remain. It is anticipated that **STATE** approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, the **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with the Project and its described purpose.

For purposes of these fund source allocations (Article VII, Section 3), **CONTRACTOR** does not have to take into account as NUP those traveler oriented "incidental uses" of the Project (For example, advertising billboards, vending machines, telephones, etc.) which meet requirements of the federal tax regulations (IRS Notice 8-69 or any successor thereto). In general such Notice requires that the incidental use not be physically separated from the rest of the Project and not comprise, in the aggregate, more than 2-1/2% of the total costs of the Project.

**SECTION 5.** If **CONTRACTOR** enters into a management contract with a private party (including AMTRAK) for operation of rail, or other transportation services in connection with the Project, it will either (1) obtain approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 82-14 (as supplemented or amended) or any other successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable; or (2) be prepared to certify upon request of **STATE** that the revenues which **CONTRACTOR** (or its manager) will receive directly from the operation of transportation services in connection with the Project (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are for any fiscal year less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **CONTRACTOR**). In any year for which option two (2) will not be true, **CONTRACTOR** shall consult Bond Counsel acceptable to the **STATE** and the State Treasurer's Office to obtain approval of the management contract or an opinion that the circumstances then present will not adversely affect the tax-exempt status of the bonds.

**SECTION 6.** If **CONTRACTOR** receives any revenues or profits from any NUP allowed pursuant to this Article VII (whether approved at this time or hereafter approved by **STATE**), **CONTRACTOR** agrees that all such revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or operating costs. If **CONTRACTOR** does not so dedicate the revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to **STATE's** percentage participation and interest in the Project as measured by Article VI, Section 8 of this Contract.

The parties hereto mutually agree to amend Intercity Rail Agreement 75A0229 dated January 19, 2006 as follows:

Amendment 1 was necessary for the Department to extend the expiration date of this contract to August 18, 2010.

Amendment 2 is necessary to disencumber \$5,674,000 from Intercity Rail Agreement 75A0229 (City of Santa Fe Springs) and encumber \$5,674,000 under 75A0246 (City of Pico Rivera) as defined in CTC Resolution TFP-05-10.

All other terms and conditions of the original Intercity Rail Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SANTA FE SPRINGS

BY \_\_\_\_\_  
WILLIAM D. BRONTE  
Chief, Division of Rail

\_\_\_\_\_  
Date

BY \_\_\_\_\_  
DONALD K. JENSEN  
Director of Public Works

\_\_\_\_\_  
Date

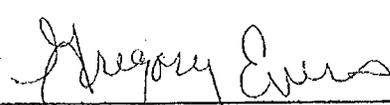
#### ATTACHMENTS

- I. Project Description, Scope of Work and Project Budget
- II. CTC Project Allocation—Book Item
- III. CTC Resolution G91-2
- IV. Contractor Resolution

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

INTERCITY RAIL PASSENGER FACILITY CONTRACT  
 FACE SHEET

CONTRACTOR: City of Santa Fe Springs  
 EFFECTIVE DATE OF CONTRACT: August 18, 2005  
 TERMINATION DATE OF CONTRACT: August 18, 2010  
 DATE OF FUNDING ALLOCATION: August 18, 2005  
 CTC RESOLUTION NO.: TFP-05-10  
 TITLE OF PROJECT: Pacific Surfliner-Valley View Avenue Grade Separation  
 FISCAL YEAR(S) PROGRAMMED: 2005-06  
 FUNDS AUTHORIZED FOR EXPENDITURE: \$37,363,000  
 FUND SOURCE AUTHORIZATIONS: TCRF

SOURCE	CHARGE	EXP AUTH	SPECIAL DESIGNATION	OBJECT	AMOUNT	DE	FY	ENCUMBRANCE
DIST UNIT	DIST UNIT	GEN LED SUB ACCT WORK ORDER NO.	SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.			CR		DOCUMENT NUMBER
75	807	R958RA		7049	0		01/02	TRR958RA
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.								3-4-09 1/26/04
ITEM 2660-889- 3007	CHAPTER 91	STATUTES 2000	FISCAL YEAR 2001					

Original Contract Amount: \$37,363,000  
 Amendment 1: 0 (Time Only)  
 Total Amount of Contract: \$37,363,000

**INTERCITY RAIL PASSENGER FACILITY  
CONTRACT**

This Contract, effective as of the date set forth on the face sheet, is entered into by and between the public entity identified thereon, hereinafter referred to as "**CONTRACTOR**," and the **STATE OF CALIFORNIA**, acting by and through its Business, Transportation and Housing Agency, Department of Transportation, hereinafter referred to as "**STATE**."

**ARTICLE I. CONTRACT FUNDING**

**SECTION 1.** **STATE** has applied to the California Transportation Commission (**CTC**) for funds, derived under the identified **STATE** Fund Source, for allocation by **CTC** for the project as identified on the face sheet above and as further described in the "Scope of Work." That Scope of Work is Attachment I hereto and by this reference, it is made an express part of this Contract and hereinafter referred to as "Project."

**SECTION 2.** **CTC** has allocated funds for the Project, or a phase of the Project (Project Phase), in the **CTC** Resolution (the "Resolution") identified on the Face Sheet of this Contract. That Resolution is made an express part of this Contract. **CONTRACTOR** agrees to be bound to the terms and conditions of this Resolution, and all restrictions, rights, duties and obligations established therein shall accrue to the benefit of **CTC** and will be subject to any necessary enforcement action by either **CTC** or **STATE** acting on behalf of **CTC**. The **CONTRACTOR** also agrees to be bound by the terms and conditions stated by **CTC** in Resolution G-95-05 relative to the timely expenditure of Project funds. That Resolution G-95-05 is not an Attachment to this Contract but the contents thereof are, by this reference, made an express part of this Contract.

**SECTION 3.** **STATE** has prepared this Contract and all referenced Attachments, Resolutions of **CTC**, and Addenda, setting forth the terms and conditions under which said Project is to be performed and said funds provided by **STATE** are to be expended by **CONTRACTOR**.

**SECTION 4.** **STATE** and **CONTRACTOR** have negotiated the "Scope of Work" describing the entire Project or Project Phase, if applicable, with the tasks to be performed for each separate phase of the Project. Subsequent Project Phase descriptions beyond the initial approved description, if any, can only be added to this Contract by an Amendment process. The Scope of Work sets forth the Funding Budget, Project Schedule, Work Tasks, Estimated Project Expenditure Budget and Estimated Quarterly cash needs Schedule for the entire Project. State funding included as part of the expenditure schedule established in each original or amended Scope of Work for every Project Phase, initial or subsequent, shall not be exceeded or modified without a subsequent encumbrance of **STATE** funds and the amendment of this Contract.

**SECTION 5.** **CONTRACTOR** shall conform to any and all environmental obligations established in **CTC** Resolution G-91-2, Attachment III hereto which is by this reference made an express part of this Contract, at the expense of **CONTRACTOR** or another responsible party and without further financial contribution or obligations of **STATE**.

**SECTION 6.** The amount shown on the Face Sheet hereto as "Funds Authorized for Expenditure" is the maximum amount authorized for reimbursement to **CONTRACTOR** for Project work as defined in the Scope of Work. The **STATE** funding commitment hereunder is limited to the amount authorized and encumbered under this Contract for reimbursement to **CONTRACTOR**.

**SECTION 7.** Funding made available to **CONTRACTOR** under this Contract will terminate on the Termination Date first specified on the face sheet above, unless earlier terminated upon written notice from **STATE** to **CONTRACTOR** pursuant to Article IV, Section 7 or unless extended by an amendment to this Contract.

**SECTION 8.** This Contract may be modified, altered or revised only with the joint written consent of **CONTRACTOR** and **STATE**.

**SECTION 9.** **CONTRACTOR** shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 through 4529.5) on the basis of a noncompetitive negotiation for Project work to be performed under this Contract without prior written approval by the **STATE**. Contracts awarded prior to the effective date, if intended as a match, must meet the requirements set forth in this paragraph and Section 5 of Article IV.

**SECTION 10.** **CONTRACTOR** has agreed to accept and conform to the applicable provisions contained herein, including all Attachments, Resolutions and Addenda (collectively the "Provisions"), as a condition of acceptance of the described funds. **STATE** shall have the administrative rights, duties and responsibilities described in these Contract Provisions.

**SECTION 11.** The Project Administrator for **STATE** shall be the Rail Program Manager or designee and for **CONTRACTOR**, its General Manager, Executive Director or a designee named in writing.

## ARTICLE II. PROJECT DESCRIPTION

**SECTION 1.** **CONTRACTOR** agrees to complete the Project, or the identified Project Phase thereof, all as described in the attached Scope of Work for the identified Project or Project Phase. Reference hereinafter to the Project shall also mean the Project Phase if appropriate.

**SECTION 2.** **CONTRACTOR** agrees that if **STATE** encumbered funds made available pursuant to this Contract prove insufficient to complete the described Project and open it to revenue operation for the benefit of the public, that the payment of any additional amounts required to open the Project for that public use shall be the sole responsibility of **CONTRACTOR**. **CONTRACTOR** further agrees that it will secure and provide, without further **STATE** funding assistance under this Contract process, such additional **CONTRACTOR** or other third party resources as are necessary to pay these additional amounts and expeditiously complete the Project.

## ARTICLE III. SCOPE OF WORK

**SECTION 1.** **CONTRACTOR** shall be responsible for complete performance of the Project work described in the approved Scope of Work document for the Project related to this commitment of **STATE** funds. All Project work shall be accomplished in accordance with the applicable provisions of the California Constitution, the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

**SECTION 2.** **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** is the sole control and manager of the proposed Project, unless specifically addressed to the contrary in the Scope of Work document, and its subsequent employment for the benefit of the public. **CONTRACTOR** shall be solely responsible for complying with the funding and use restrictions established by the statutes from which the Project funds are derived, allocation Resolution and other restrictions established by **CTC**, the State Treasurer, the Internal Revenue Service, and the terms of this Contract. **CONTRACTOR** shall indemnify, defend and hold harmless **STATE**, **CTC** and the State Treasurer relative to any misuse by **CONTRACTOR** of State funds, Project property, Project generated income or other fiscal acts, errors or omissions of **CONTRACTOR**.

**SECTION 3.** The Scope of Work and the Face Sheet show the maximum amount available for expenditure under terms of this Contract. **STATE** is not obligated to reimburse **CONTRACTOR** a cumulative amount greater than the cumulative amount identified in the Scope of Work for any time period or at any time earlier than the dates shown in the Estimated Quarterly Cash Needs Schedule therein.

**SECTION 4.** The Scope of Work includes an estimated completion date or dates for each of the Project Phases or items of work identified therein and **CONTRACTOR** shall conform to those completion dates.

#### ARTICLE IV. PAYMENT

**SECTION 1.** **CONTRACTOR** agrees to contribute not less than any required local contribution (other than state or federal funds) toward the actual cost of the Project. **CONTRACTOR** shall contribute any required amount of the cost of the Project in accordance with the Scope of Work's Funding Budget.

**SECTION 2.** Project related travel and subsistence expenses of **CONTRACTOR** and its subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid regular State employees under then current State Department of Personnel Administration (DPA) rules. If travel and subsistence rates invoiced by **CONTRACTOR** are in excess of DPA rates, then **CONTRACTOR** is responsible for the difference and any overpayments inadvertently paid or credited as matching funds by **STATE** shall be reimbursed to **STATE** on demand. **CONTRACTOR** is limited to reimbursement of Design and Engineering costs not to exceed 10% of the total Project costs herein and Project Management costs of 5% of Project costs herein.

**SECTION 3.** Not more frequently than once a month, but at least quarterly, **CONTRACTOR** will prepare and submit to **STATE** (directed to the attention of the appropriate **STATE** Project Manager) signed invoices in triplicate for actual Project costs incurred and paid by **CONTRACTOR** consistent with the Scope of Work document. Advance reimbursement or payments to **CONTRACTOR** are not allowed. **CONTRACTOR** must not only have incurred the expenditures, but must have also paid them. Each such invoice will report the total Project expenditures from all sources and will specify the percent of state reimbursement requested pursuant to the terms of this Contract. The invoices should also summarize **STATE** money requested by category (right of way, construction, rolling stock, or private activity usage) and be accompanied by a report describing the overall work status and progress on Project tasks. The method of payment for this Contract will be based upon reimbursement for actual allowable Project costs incurred and paid by **CONTRACTOR**.

**SECTION 4.** **STATE** will retain ten percent (10%) of the payment scheduled to be made by **STATE** upon receipt of **CONTRACTOR's** final invoice for a one time payment or will retain ten percent (10%) from all progress payments until **STATE** has evaluated **CONTRACTOR's** performance and made a determination that all Contract requirements are satisfactorily fulfilled.

**SECTION 5.** Reimbursement will be made or allowed only for Project work performed after the Effective Date of this Contract and prior to the Termination Date. **CONTRACTOR** must complete both the Project work to be reimbursed and the final invoicing for the final reimbursement payment within the thirty-six (36) month period following execution of this Contract.

As used in this Contract, the Last Expenditure Date is also the Termination Date. The Termination Date refers to the last date for **CONTRACTOR** to incur valid Project costs or credits for reimbursement or matching credit, and that is also the date the expires. **CONTRACTOR** shall submit the Project Close-Out Report and the final Project invoice within one-hundred & eighty (180) days of that Termination Date. It is **CONTRACTOR's** responsibility to assure that all Project work is completed, all subcontractor invoices are received by the **CONTRACTOR** and all payments are made by **CONTRACTOR** for Project authorized goods and services (received and performed prior to that Termination Date).

**SECTION 6.** Reimbursement of Project costs to **CONTRACTOR** by **STATE** with any funds, provided pursuant to this Contract is contingent upon prior budget action by the Legislature, funding allocation by **CTC**, submittal by **CONTRACTOR** and approval by **STATE** of all documentation required by Government Code Section 14085. In the event Project funds are delayed, canceled, limited or otherwise conditioned by acts of Congress, **CTC**, the Legislature, the Internal Revenue Service, the Federal Transit Administration or other third parties, **STATE** shall not be held liable for any resulting damage or penalty. In the event of any such imposition of additional conditions; delay, cancellation or reduction of **STATE** funding, **CONTRACTOR** shall be excused from meeting the time and expenditure constraints established in the Project and Financial Plan and in the Project Development schedule to the extent of such delay, cancellation or reduction of Project funds and this Contract will be amended to reflect the necessary changes in scope or scheduling of the Project.

**SECTION 7.** **STATE** reserves the right to terminate funding for any portion, phase or all of Project upon written notice to **CONTRACTOR** in the event that **CONTRACTOR** fails to proceed with Project work in accordance with the Scope of Work document or otherwise violates the conditions of these Provisions or **CTC** funding allocation such that substantial performance is materially endangered. No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **CONTRACTOR** either cures the default involved or, if said defaults are not reasonably susceptible of cure within said thirty (30) day period, **CONTRACTOR** proceeds thereafter to diligently complete the cure in a manner and time line acceptable to **STATE** as evidenced in writing by **STATE**. Unless in default as a consequence of such termination, **CONTRACTOR** shall be reimbursed its authorized Project costs (up to the limit of the **STATE**'s share of allowable Project costs) incurred prior to the date of termination, provided that all other terms and conditions of this Contract have been met. Any such termination shall be accomplished by delivery to **CONTRACTOR** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of Project work under these Provisions is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **CONTRACTOR** and **STATE** shall meet to attempt to resolve any dispute.

#### **ARTICLE V. REPORTS AND RECORDS**

**SECTION 1.** **CONTRACTOR**, its contractors and all subcontractors shall all establish and maintain Project specific accounting systems and records that conform to Generally Accepted Accounting Principles (GAAP), properly accumulate and segregate incurred costs by line item for the Project, enable the determination of incurred Project costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **CONTRACTOR**, its contractors and all subcontractors connected with Project performance under this Contract shall be maintained for a minimum of three (3) years from the date of final payment to **CONTRACTOR** under these Provisions and shall be held open to inspection and audit by representatives of **STATE**, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished upon request. In conducting an audit of costs claimed under these Provisions, **STATE** will rely, to the maximum extent possible, on any prior audit of **CONTRACTOR**, its contractors and any subcontractors pursuant to the provisions of federal and state laws. In the absence of such an audit, any acceptable audit work performed by **CONTRACTOR**, external and internal auditors and/or federal auditors will be relied upon and used by **STATE** when planning and conducting additional audits.

#### **SECTION 2. Cost Principles**

- A. The **CONTRACTOR**, its Contractors and all subcontractors agree to comply with the Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments. **CONTRACTOR**, its Contractors and all subcontractors must agree that contract cost principles, at least as restrictive as 48 CFR, Federal Acquisition System, Chapter 1, Part 31, shall be used to determine the allowability of individual project cost items.
- B. Any costs for which the **CONTRACTOR** has received payment that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87 or 49 CFR Part 18 are subject to repayment by **CONTRACTOR** to **STATE**. Should the **CONTRACTOR** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed between the parties hereto, **STATE** is authorized to withhold future payments due **CONTRACTOR** from any source including but not limited to, the State Treasurer, the State Controller and the **CTC**.
- C. **CONTRACTOR** agrees to include Project in the schedule of projects examined in any annual audit and in the schedule of projects examined under any single audit that is in accordance with Office of Management and Budget Circular A-133.

**SECTION 3.** **CONTRACTOR** will insert clauses requiring the inclusion of the obligations undertaken in Sections 1 and 2 above of this Article V in all of **CONTRACTOR's** contracts and subcontractors funded in whole or in part by **STATE** under this Contract.

**SECTION 4.** Subject to the discretion of **STATE**, **CONTRACTOR** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of the Project. The first quarterly review meeting shall take place within ninety (90) days following execution of this Contract. **CONTRACTOR** agrees, during each quarterly progress review, to inform **STATE** regarding (1) whether the Project is proceeding on schedule and within budget, (2) any requested changes to the Project Management Plan, (3) major accomplishments during the quarter, (4) any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties, (5) the status of the Project Budget and, (6) the status of critical elements of the Project. **CONTRACTOR** shall provide a written report to **STATE** at or prior to each quarterly review meeting detailing the project status for each category shown above. **STATE** will consider whether reported Project activities are within the Project Scope of Work and in compliance with State laws, regulations, administrative requirements and implementation of the Project under this Contract.

**SECTION 5.** It is permissible for **CONTRACTOR** to expend Project funds as needed and to move funds between expenditure line items within the Estimated Expenditures Budget portion of the Project Scope of Work with maximum flexibility in accordance with revised budgets furnished to **STATE** prior to the actual expenditures. However, **CONTRACTOR** shall notify and obtain approval from **STATE** of any proposed changes in excess of ten percent (10%) in any expenditure category prior to actual expenditure. For proposed changes in excess of twenty percent (20%) in any expenditure category or for a reduction in proposed Project work or service levels, advance **STATE** approval must be obtained in writing and **STATE** will determine whether the proposed change is significant enough to warrant **CTC** review. Should a proposed change require any increase in State funds, the **CTC** and **STATE** must approve that change in advance of those Project funds being expended by **CONTRACTOR**.

**SECTION 6.** If **CONTRACTOR** and **STATE** determine, at any time during the performance of the Project that the Project budget may be exceeded, **CONTRACTOR** shall take the following steps:

- (1) Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential costs savings or other measures which will bring the budget into balance,
- (2) Schedule the projected overrun for discussion at the next Quarterly Review meeting, and
- (3) Identify the source of additional **CONTRACTOR** funds which can be made available to complete Project.

## **ARTICLE VI. GENERAL PROVISIONS**

**SECTION 1.** In the performance of Project work, **CONTRACTOR**, its contractor(s) and all 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 (cancer), age (over 40), marital status, denial of family care leave and medical care leave, and denial of pregnancy disability care leave. **CONTRACTOR**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **CONTRACTOR**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 et seq., are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this Contract by this reference and made a part hereof as if set forth in full. Each of the **CONTRACTOR's** contractors and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor Contracts. **CONTRACTOR** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Contract.

**SECTION 2.** **CONTRACTOR**, its contractor(s) and all subcontractors will permit access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of investigating to ascertain compliance with this Article VI.

**SECTION 3.** **CONTRACTOR** agrees to insert, in appropriate contracts, clauses to accomplish the effect of Sections 1 and 2 of this Article VI and Labor Code mandating that all workers employed on public works projects (as defined in Labor Code Sections 1720-1815) will be paid not less than the general prevailing wage rate as predetermined by the Director of Industrial Relations.

**SECTION 4.** Business Enterprise Participation

- A. Should Public Contract Code Sections 2000 or 10115 et seq. or Military and Veterans Code Sections 999 et seq. [Disabled Veterans Business Enterprises goal of three percent (3%)] be applicable to **CONTRACTOR**, **CONTRACTOR** will meet those applicable goals in the **CONTRACTOR'S** award of every contract for work to be performed under this Contract.
- B. **CONTRACTOR** shall have the sole duty and authority under this Contract to determine whether good faith efforts were sufficient as outlined in Public Contract Code Sections 2000 and 10115 et seq. and in Military and Veterans Code Sections 999 et seq.

**SECTION 5.** Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **CONTRACTOR**, its agents, contractors and subcontractors under, or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract or as respects environmental remediation obligations or duties of **CONTRACTOR** relative to a Project. It is also understood and agreed that, pursuant to Government Code Section 895.4, **CONTRACTOR** shall fully indemnify and hold **STATE** harmless from any liability imposed for injury (as defined by Government Code 810.8) or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **CONTRACTOR** under or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract.

**SECTION 6.** Subject to the terms and provisions of this Contract, **CONTRACTOR** shall be the owner of all improvements and property included in the Project constructed, installed or acquired by **CONTRACTOR** unless the Project Scope of Work explicitly provides to the contrary, whether with funding provided to **CONTRACTOR** under this Contract or otherwise. **CONTRACTOR** is obligated to continue operation and maintenance of the Project dedicated to the public transportation purposes for which the Project was initially approved unless **CONTRACTOR** ceases ownership of such Project property or ceases to utilize the Project for the intended public transportation purposes or sells or transfers title to or control over Project and **STATE** is refunded the Credits due **STATE** as provided herein below of this Article VI, 8. The Project right of way, the Project facilities constructed or reconstructed on the Project site and/or Project property purchased (excluding construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Contract) or rehabilitated shall remain permanently dedicated to public transit use in the same proportion and scope and to the same extent as described in this Contract unless **STATE** subsequently agrees otherwise in writing. Equipment acquired as part of the Project, including rail passenger equipment, shall be dedicated to that passenger use for the full economic life cycle of the equipment, including any extensions of that life cycle achieved by reconstruction, rehabilitation or enhancements regardless of the sources of funding for that life cycle extension.

**SECTION 7.** To the extent that **CONTRACTOR** operates and maintains Intermodal Transfer Stations, **CONTRACTOR** shall maintain those stations and all appurtenances, including, but not limited to, the restroom facilities and parking facilities used to support the Project or included as part of the Project, in good condition and repair and in accordance with the highest standards of cleanliness (Public Utilities Code, SECTION 99317.8). Upon the request of **STATE**, **CONTRACTOR** shall also authorize state-funded bus services to use these stations, parking facilities and appurtenances without any charge to **STATE** or the bus operators. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of these state-funded bus services (for the purpose of this "state-funded bus service" means any bus service funded pursuant to Public Utilities Code Section 99316 or any other service funded by **STATE**).

**SECTION 8.** Except as otherwise set forth in this Section 8, **STATE**, or any assignee public body acting on behalf of **STATE** or the **CTC**, shall be entitled to a refund or credit, at **STATE's** sole option, equivalent to the proportionate funding participation in the Project by **STATE** should **CONTRACTOR** cease to utilize the Project for the described and intended public transportation purposes or the **CONTRACTOR** sells or transfers title to or control over the Project. **STATE** shall also be entitled to an equivalent acquisition credit for any future purchases or condemnation of all or portions of the Project by **STATE** or a **STATE** designee or assignee. The refund or credit due **STATE** will be computed by the funding ratio of **STATE** and other non-**CONTRACTOR** funding dedicated to the Project measured against the level of **CONTRACTOR** funding participation applied to the then (date of future acquisition, sale or transfer) present fair market value of the Project property.

**SECTION 9.** In determining the fair market value of the Project property for purposes of calculating **STATE's** refund or credit under these Provisions, any portions of the Project site contributed by **CONTRACTOR** shall not be included unless matching fund credit was claimed by **CONTRACTOR**. In determining **STATE's** proportionate funding participation, **STATE's** contributions to parties other than **CONTRACTOR** shall be included as part of the **STATE** funding if those **STATE** contributions were made a part of Project funding.

**SECTION 10.** After **STATE** has received the refund or credit as provided in Section 8 above because **CONTRACTOR** ceased to utilize the Project for the intended public transportation purposes or sold or transferred title to or control over the Project, neither **CONTRACTOR** and/or any person to whom **CONTRACTOR** has transferred title or control shall any longer have any obligation under this Contract to continue operation of the Project and/or dedicate the Project or its facilities for public transportation purposes and that transferee may then use the Project property and any of its facilities for any lawful purpose.

**SECTION 11.** This Contract and these Provisions, including the **CTC** Resolutions, the Scope of Work document, and all included Attachments to this Contract, constitute the entire terms of The Intercity Rail Passenger Facility Contracts between the parties for the Project work to be performed.

**SECTION 12.** Disabled access review by the Department of General Services (Office of State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. No construction contract for that type of facility will be awarded by **CONTRACTOR** unless **CONTRACTOR's** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code. Further requirements and guidance are provided in Title 24 of The California Administrative Code and the Americans with Disabilities Act (Federal law). **CONTRACTOR** shall also provide **STATE** with two (2) full sets of plans and specifications for **STATE's** review at the fifty percent (50%) design completion level and again at the ninety percent (90%) design completion phase. **CONTRACTOR** must receive **STATE's** written approval of those plans and specifications prior to incurring any Project construction costs under the Scope of Work funded by this Contract.

**SECTION 13.** The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishers systems for any State owned or State occupied buildings per section 13108 of the Health and Safety Code. **CONTRACTOR** must assure that all relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with State fire protection standards for intercity rail passenger facilities.

**SECTION 14.** The remedy for the resolution of contract claims under this Contract shall be by binding arbitration. Unless otherwise agreed by **STATE** and **CONTRACTOR**, arbitration shall be held in Sacramento, California and shall be conducted by a single arbitrator selected by the parties from the certified list created by the Public Works Contract Arbitration Committee pursuant to Public Contract Code 10240.

**SECTION 15.** Compliance with all resource protection laws for the Project is required prior to **CONTRACTOR** requesting authority from **STATE** in writing to expend funds for construction or any right of way purchase. No public entity shall request funds nor shall any state agency, board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by environmental documentation required in California Government Code 21102. The California Environmental Quality Act (CEQA) does provide, in California Government Code 21080(b)(10), an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights of way already in use. Documentation of the decision to employ this exemption is required, and must

be approved by the **STATE**. **CONTRACTOR** shall also provide **STATE** with a draft of any environmental document produced for Project work thereunder for **STATE's** approval or review as appropriate.

**CONTRACTOR** must receive **STATE's** written comment to that environmental documentation prior to incurring any construction costs under the Scope of Work established as part of this Contract.

**SECTION 16.** **CONTRACTOR** shall furnish **STATE** with a Project Close-Out Report within one-hundred and eighty (180) days of Project completion in accordance with the CTC policy on the "Timely Use of Funds" as set forth in G-99-25, adopted August 18, 1999 and G-00-20, adopted July 19, 2000.

a) Funds allocated for project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated, unless an extension of time was approved by the CTC. **CONTRACTOR** must invoice **STATE** for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

b) Funds allocated for construction or for rail/transit equipment must be encumbered by the award of a contract within twelve months of the date of the allocation of funds, unless an extension of time was granted by the CTC. After the award of the 3rd party contract, **CONTRACTOR** has up to 36 months to complete (accept) the contract. **CONTRACTOR** must provide proof of the 3rd party contract award to extend this Contract for the 36 months from the contract award date. **CONTRACTOR** then has 180 days after contract acceptance to make final payment to the contractor or vendor, prepare the Project Close-Out Report and submit the final invoice to **STATE** for reimbursement.

## **ARTICLE VII. BOND PROVISIONS**

**SECTION 1.** If the Project funding is being provided in whole or in part pursuant to the Clean Air and Transportation Improvement Act of 1990 (Proposition 116), the following additional provisions apply to **CONTRACTOR**.

(1) **CONTRACTOR** shall coordinate and share with other public transit operators any Project related facilities used for intercity rail services. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

(2) **CONTRACTOR** agrees that all passenger rail facilities acquired or constructed pursuant to this Contract shall be accessible to persons with physical disabilities, including wheelchair users. Any passenger vehicles and vessels acquired pursuant to this Contract shall be accessible to wheelchair users at all stops, stations and terminals, whether or not staffed.

**SECTION 2.** **CONTRACTOR** shall not loan any portion of the funds represented by this Contract to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement which is the economic equivalent of a loan, regardless of how it is named or structured.

**SECTION 3.** Except as provided in this Article VII, **STATE** and **CONTRACTOR** agree that any costs of the Project acquired or constructed by **CONTRACTOR** allocable to portions of the Project which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests not generally enjoyed by the public, (hereafter referred to as *Non-governmentally Used Property* or "NUP") shall, for accounting and bookkeeping purposes, be allocated to funding sources other than State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square or cubic footage/acreage of the area encumbered by the lease or easement relative to the total area acquired or constructed if all such is of approximately equal value. NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights) and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **CONTRACTOR**, provided that the sales Contract appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article VII to the contrary, **CONTRACTOR** may allocate grant funds to the cost of any NUP if (1) neither **CONTRACTOR** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of

the NUP, or (2) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.

**SECTION 4.** **CONTRACTOR** shall request, in writing, **STATE's** advance approval if Project funds are to be allocated to any NUP, except "incidental use" property described below. If property, the costs of which have previously been allocated to Project funds, is to become NUP before the State bond funds are fully paid or redeemed, then **CONTRACTOR** may allocate the costs of such property to another funding source utilized for this Project as provided in Section 3 of this Article VII, or obtain **STATE's** approval that the allocation of the costs of such property to the grant funds may remain. It is anticipated that **STATE** approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, the **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with the Project and its described purpose.

For purposes of these fund source allocations (Article VII, Section 3), **CONTRACTOR** does not have to take into account as NUP those traveler oriented "incidental uses" of the Project (For example, advertising billboards, vending machines, telephones, etc.) which meet requirements of the federal tax regulations (IRS Notice 8-69 or any successor thereto). In general such Notice requires that the incidental use not be physically separated from the rest of the Project and not comprise, in the aggregate, more than 2-1/2% of the total costs of the Project.

**SECTION 5.** If **CONTRACTOR** enters into a management contract with a private party (including AMTRAK) for operation of rail, or other transportation services in connection with the Project, it will either (1) obtain approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 82-14 (as supplemented or amended) or any other successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable; or (2) be prepared to certify upon request of **STATE** that the revenues which **CONTRACTOR** (or its manager) will receive directly from the operation of transportation services in connection with the Project (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are for any fiscal year less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **CONTRACTOR**). In any year for which option two (2) will not be true, **CONTRACTOR** shall consult Bond Counsel acceptable to the **STATE** and the State Treasurer's Office to obtain approval of the management contract or an opinion that the circumstances then present will not adversely affect the tax-exempt status of the bonds.

**SECTION 6.** If **CONTRACTOR** receives any revenues or profits from any NUP allowed pursuant to this Article VII (whether approved at this time or hereafter approved by **STATE**), **CONTRACTOR** agrees that all such revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or operating costs. If **CONTRACTOR** does not so dedicate the revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to **STATE's** percentage participation and interest in the Project as measured by Article VI, Section 8 of this Contract.

The parties hereto mutually agree to amend Intercity Rail Agreement 75A0229 dated January 19, 2006 as follows:  
This amendment is necessary for the Department to extend the expiration date of this contract to August 18, 2010.  
All other terms and conditions of the original Intercity Rail Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SANTA FE SPRINGS

BY

  
WILLIAM D. BRONTE  
Chief, Division of Rail

1/20/09  
Date

BY

  
DONALD K. JENSEN  
Director of Public Works

1/22/09  
Date

#### ATTACHMENTS

- I. Project Description, Scope of Work and Project Budget
- II. CTC Project Allocation—Book Item
- III. CTC Resolution G91-2
- IV. Contractor Resolution

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

INTERCITY RAIL PASSENGER FACILITY CONTRACT

FACE SHEET

**CONTRACTOR:** City of Santa Fe Springs  
**EFFECTIVE DATE OF CONTRACT:** August 18, 2005  
**TERMINATION DATE OF CONTRACT:** February 28, 2009  
**DATE OF FUNDING ALLOCATION:** August 18, 2005  
**CTC RESOLUTION NO.:** TFP - 05 - 10  
**TITLE OF PROJECT:** Pacific Surfliner; Valley View Ave. Grade Separation  
**FISCAL YEAR(S) PROGRAMMED:** 2005/2006  
**FUNDS AUTHORIZED FOR EXPENDITURE:** \$37,363,000  
**FUND SOURCE AUTHORIZATIONS:** TCRF

SOURCE	CHARGE	EXP AUTH GEN LED SUB ACCT WORK ORDER NO.	SPECIAL DESIGNATION SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.	OBJECT	AMOUNT	DE CR	FY	ENCUMBRANCE DOCUMENT NUMBER
DIST UNIT	DIST UNIT							
75-807	75-807	R958RA		7049	\$37,363,000		<del>05/06</del> 01	TRR 958RA
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				FUNDS CERTIFIED BY				DATE
ITEM 2600-889- 3007	CHAPTER 91	STATUTES 2000	FISCAL YEAR 05/06 01	<i>Johel Krumel</i>				2/17/06

**INTERCITY RAIL PASSENGER FACILITY  
CONTRACT**

This Contract, effective as of the date set forth on the face sheet, is entered into by and between the public entity identified thereon, hereinafter referred to as "**CONTRACTOR**," and the **STATE OF CALIFORNIA**, acting by and through its Business, Transportation and Housing Agency, Department of Transportation, hereinafter referred to as "**STATE**."

**ARTICLE I. CONTRACT FUNDING**

**SECTION 1.** **STATE** has applied to the California Transportation Commission (**CTC**) for funds, derived under the identified **STATE** Fund Source, for allocation by **CTC** for the project as identified on the face sheet above and as further described in the "Scope of Work." That Scope of Work is Attachment I hereto and by this reference, it is made an express part of this Contract and hereinafter referred to as "Project."

**SECTION 2.** **CTC** has allocated funds for the Project, or a phase of the Project (Project Phase), in the **CTC** Resolution (the "Resolution") identified on the Face Sheet of this Contract. That Resolution is made an express part of this Contract. **CONTRACTOR** agrees to be bound to the terms and conditions of this Resolution, and all restrictions, rights, duties and obligations established therein shall accrue to the benefit of **CTC** and will be subject to any necessary enforcement action by either **CTC** or **STATE** acting on behalf of **CTC**. The **CONTRACTOR** also agrees to be bound by the terms and conditions stated by **CTC** in Resolution G-95-05 relative to the timely expenditure of Project funds. That Resolution G-95-05 is not an Attachment to this Contract but the contents thereof are, by this reference, made an express part of this Contract.

**SECTION 3.** **STATE** has prepared this Contract and all referenced Attachments, Resolutions of **CTC**, and Addenda, setting forth the terms and conditions under which said Project is to be performed and said funds provided by **STATE** are to be expended by **CONTRACTOR**.

**SECTION 4.** **STATE** and **CONTRACTOR** have negotiated the "Scope of Work" describing the entire Project or Project Phase, if applicable, with the tasks to be performed for each separate phase of the Project. Subsequent Project Phase descriptions beyond the initial approved description, if any, can only be added to this Contract by an Amendment process. The Scope of Work sets forth the Funding Budget, Project Schedule, Work Tasks, Estimated Project Expenditure Budget and Estimated Quarterly cash needs Schedule for the entire Project. State funding included as part of the expenditure schedule established in each original or amended Scope of Work for every Project Phase, initial or subsequent, shall not be exceeded or modified without a subsequent encumbrance of **STATE** funds and the amendment of this Contract.

**SECTION 5.** **CONTRACTOR** shall conform to any and all environmental obligations established in **CTC** Resolution G-91-2, Attachment III hereto which is by this reference made an express part of this Contract, at the expense of **CONTRACTOR** or another responsible party and without further financial contribution or obligations of **STATE**.

**SECTION 6.** The amount shown on the Face Sheet hereto as "Funds Authorized for Expenditure" is the maximum amount authorized for reimbursement to **CONTRACTOR** for Project work as defined in the Scope of Work. The **STATE** funding commitment hereunder is limited to the amount authorized and encumbered under this Contract for reimbursement to **CONTRACTOR**.

**SECTION 7.** Funding made available to **CONTRACTOR** under this Contract will terminate on the Termination Date first specified on the face sheet above, unless earlier terminated upon written notice from **STATE** to **CONTRACTOR** pursuant to Article IV, Section 7 or unless extended by an amendment to this Contract.

**SECTION 8.** This Contract may be modified, altered or revised only with the joint written consent of **CONTRACTOR** and **STATE**.

**SECTION 9.** **CONTRACTOR** shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 through 4529.5) on the basis of a noncompetitive negotiation for Project work to be performed under this Contract without prior written approval by the **STATE**. Contracts awarded prior to the effective date, if intended as a match, must meet the requirements set forth in this paragraph and Section 5 of Article IV.

**SECTION 10.** **CONTRACTOR** has agreed to accept and conform to the applicable provisions contained herein, including all Attachments, Resolutions and Addenda (collectively the "Provisions"), as a condition of acceptance of the described funds. **STATE** shall have the administrative rights, duties and responsibilities described in these Contract Provisions.

**SECTION 11.** The Project Administrator for **STATE** shall be the Rail Program Manager or designee and for **CONTRACTOR**, its General Manager, Executive Director or a designee named in writing.

## **ARTICLE II. PROJECT DESCRIPTION**

**SECTION 1.** **CONTRACTOR** agrees to complete the Project, or the identified Project Phase thereof, all as described in the attached Scope of Work for the identified Project or Project Phase. Reference hereinafter to the Project shall also mean the Project Phase if appropriate.

**SECTION 2.** **CONTRACTOR** agrees that if **STATE** encumbered funds made available pursuant to this Contract prove insufficient to complete the described Project and open it to revenue operation for the benefit of the public, that the payment of any additional amounts required to open the Project for that public use shall be the sole responsibility of **CONTRACTOR**. **CONTRACTOR** further agrees that it will secure and provide, without further **STATE** funding assistance under this Contract process, such additional **CONTRACTOR** or other third party resources as are necessary to pay these additional amounts and expeditiously complete the Project.

## **ARTICLE III. SCOPE OF WORK**

**SECTION 1.** **CONTRACTOR** shall be responsible for complete performance of the Project work described in the approved Scope of Work document for the Project related to this commitment of **STATE** funds. All Project work shall be accomplished in accordance with the applicable provisions of the California Constitution, the Public Utilities Code, the Streets and Highways Code, the Government Code and other applicable statutes and regulations.

**SECTION 2.** **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** is the sole control and manager of the proposed Project, unless specifically addressed to the contrary in the Scope of Work document, and its subsequent employment for the benefit of the public. **CONTRACTOR** shall be solely responsible for complying with the funding and use restrictions established by the statutes from which the Project funds are derived, allocation Resolution and other restrictions established by **CTC**, the State Treasurer, the Internal Revenue Service, and the terms of this Contract. **CONTRACTOR** shall indemnify, defend and hold harmless **STATE**, **CTC** and the State Treasurer relative to any misuse by **CONTRACTOR** of State funds, Project property, Project generated income or other fiscal acts, errors or omissions of **CONTRACTOR**.

**SECTION 3.** The Scope of Work and the Face Sheet show the maximum amount available for expenditure under terms of this Contract. **STATE** is not obligated to reimburse **CONTRACTOR** a cumulative amount greater than the cumulative amount identified in the Scope of Work for any time period or at any time earlier than the dates shown in the Estimated Quarterly Cash Needs Schedule therein.

**SECTION 4.** The Scope of Work includes an estimated completion date or dates for each of the Project Phases or items of work identified therein and **CONTRACTOR** shall conform to those completion dates.

ARTICLE IV. PAYMENT

**SECTION 1.** **CONTRACTOR** agrees to contribute not less than any required local contribution (other than state or federal funds) toward the actual cost of the Project. **CONTRACTOR** shall contribute any required amount of the cost of the Project in accordance with the Scope of Work's Funding Budget.

**SECTION 2.** Project related travel and subsistence expenses of **CONTRACTOR** and its subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid regular State employees under then current State Department of Personnel Administration (DPA) rules. If travel and subsistence rates invoiced by **CONTRACTOR** are in excess of DPA rates, then **CONTRACTOR** is responsible for the difference and any overpayments inadvertently paid or credited as matching funds by **STATE** shall be reimbursed to **STATE** on demand. ~~**CONTRACTOR** is limited to reimbursement of Design and Engineering costs not to exceed 10% of the total Project costs herein and Project Management costs of 5% of Project costs herein.~~

**SECTION 3.** Not more frequently than once a month, but at least quarterly, **CONTRACTOR** will prepare and submit to **STATE** (directed to the attention of the appropriate **STATE** Project Manager) signed Invoices in triplicate for actual Project costs incurred and paid by **CONTRACTOR** consistent with the Scope of Work document. ~~Advance reimbursement or payments to **CONTRACTOR** are not allowed.~~ **CONTRACTOR** must not only have incurred the expenditures, but must have also paid them. Each such invoice will report the total Project expenditures from all sources and will specify the percent of state reimbursement requested pursuant to the terms of this Contract. The invoices should also summarize **STATE** money requested by category (right of way, construction, rolling stock, or private activity usage) and be accompanied by a report describing the overall work status and progress on Project tasks. The method of payment for this Contract will be based upon reimbursement for actual allowable Project costs incurred and paid by **CONTRACTOR**.

**SECTION 4.** **STATE** will retain ten percent (10%) of the payment scheduled to be made by **STATE** upon receipt of **CONTRACTOR**'s final invoice for a one time payment or will retain ten percent (10%) from all progress payments until **STATE** has evaluated **CONTRACTOR**'s performance and made a determination that all Contract requirements are satisfactorily fulfilled.

**SECTION 5.** Reimbursement will be made or allowed only for Project work performed after the Effective Date of this Contract and prior to the Termination Date. **CONTRACTOR** must complete both the Project work to be reimbursed and the final invoicing for the final reimbursement payment within the thirty-six (36) month period following execution of this Contract.

As used in this Contract, the Last Expenditure Date is also the Termination Date. The Termination Date refers to the last date for **CONTRACTOR** to incur valid Project costs or credits for reimbursement or matching credit, and that is also the date the expires. **CONTRACTOR** shall submit the Project Close-Out Report and the final Project invoice within one-hundred & eighty (180) days of that Termination Date. It is **CONTRACTOR**'s responsibility to assure that all Project work is completed, all subcontractor invoices are received by the **CONTRACTOR** and all payments are made by **CONTRACTOR** for Project authorized goods and services (received and performed prior to that Termination Date).

**SECTION 6.** Reimbursement of Project costs to **CONTRACTOR** by **STATE** with any funds provided pursuant to this Contract is contingent upon prior budget action by the Legislature, funding allocation by CTC, submittal by **CONTRACTOR** and approval by **STATE** of all documentation required by Government Code Section 14085. In the event Project funds are delayed, canceled, limited or otherwise conditioned by acts of Congress, CTC, the Legislature, the Internal Revenue Service, the Federal Transit Administration or other third parties, **STATE** shall not be held liable for any resulting damage or penalty. In the event of any such imposition of additional conditions, delay, cancellation or reduction of **STATE** funding, **CONTRACTOR** shall be excused from meeting the time and expenditure constraints established in the Project and Financial Plan and in the Project Development schedule to the extent of such delay, cancellation or reduction of Project funds and this Contract will be amended to reflect the necessary changes in scope or scheduling of the Project.

**SECTION 7.** STATE reserves the right to terminate funding for any portion, phase or all of Project upon written notice to **CONTRACTOR** in the event that **CONTRACTOR** fails to proceed with Project work in accordance with the Scope of Work document or otherwise violates the conditions of these Provisions or **CTC** funding allocation such that substantial performance is materially endangered. No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **CONTRACTOR** either cures the default involved or, if said defaults are not reasonably susceptible of cure within said thirty (30) day period, **CONTRACTOR** proceeds thereafter to diligently complete the cure in a manner and time line acceptable to **STATE** as evidenced in writing by **STATE**. Unless in default as a consequence of such termination, **CONTRACTOR** shall be reimbursed its authorized Project costs (up to the limit of the **STATE's** share of allowable Project costs) incurred prior to the date of termination, provided that all other terms and conditions of this Contract have been met. Any such termination shall be accomplished by delivery to **CONTRACTOR** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of Project work under these Provisions is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **CONTRACTOR** and **STATE** shall meet to attempt to resolve any dispute.

#### **ARTICLE V. REPORTS AND RECORDS**

**SECTION 1.** **CONTRACTOR**, its contractors and all subcontractors shall all establish and maintain Project specific accounting systems and records that conform to Generally Accepted Accounting Principles (GAAP), properly accumulate and segregate incurred costs by line item for the Project, enable the determination of incurred Project costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **CONTRACTOR**, its contractors and all subcontractors connected with Project performance under this Contract shall be maintained for a minimum of three (3) years from the date of final payment to **CONTRACTOR** under these Provisions and shall be held open to inspection and audit by representatives of **STATE**, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished upon request. In conducting an audit of costs claimed under these Provisions, **STATE** will rely, to the maximum extent possible, on any prior audit of **CONTRACTOR**, its contractors and any subcontractors pursuant to the provisions of federal and state laws. In the absence of such an audit, any acceptable audit work performed by **CONTRACTOR**, external and internal auditors and/or federal auditors will be relied upon and used by **STATE** when planning and conducting additional audits.

#### **SECTION 2. Cost Principles**

- A. The **CONTRACTOR**, its Contractors and all subcontractors agree to comply with the Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments. **CONTRACTOR**, its Contractors and all subcontractors must agree that contract cost principles, at least as restrictive as 48 CFR, Federal Acquisition System, Chapter 1, Part 31, shall be used to determine the allowability of individual project cost items.
- B. Any costs for which the **CONTRACTOR** has received payment that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87 or 49 CFR Part 18 are subject to repayment by **CONTRACTOR** to **STATE**. Should the **CONTRACTOR** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed between the parties hereto, **STATE** is authorized to withhold future payments due **CONTRACTOR** from any source including but not limited to, the State Treasurer, the State Controller and the **CTC**.
- C. **CONTRACTOR** agrees to include Project in the schedule of projects examined in any annual audit and in the schedule of projects examined under any single audit that is in accordance with Office of Management and Budget Circular A-133.

**SECTION 3.** **CONTRACTOR** will insert clauses requiring the inclusion of the obligations undertaken in Sections 1 and 2 above of this Article V in all of **CONTRACTOR's** contracts and subcontractors funded in whole or in part by **STATE** under this Contract.

**SECTION 4.** Subject to the discretion of **STATE**, **CONTRACTOR** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of the Project. The first quarterly review meeting shall take place within ninety (90) days following execution of this Contract. **CONTRACTOR** agrees, during each quarterly progress review, to inform **STATE** regarding (1) whether the Project is proceeding on schedule and within budget, (2) any requested changes to the Project Management Plan, (3) major accomplishments during the quarter, (4) any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties, (5) the status of the Project Budget and, (6) the status of critical elements of the Project. **CONTRACTOR** shall provide a written report to **STATE** at or prior to each quarterly review meeting detailing the project status for each category shown above. **STATE** will consider whether reported Project activities are within the Project Scope of Work and in compliance with State laws, regulations, administrative requirements and implementation of the Project under this Contract.

**SECTION 5.** It is permissible for **CONTRACTOR** to expend Project funds as needed and to move funds between expenditure line items within the Estimated Expenditures Budget portion of the Project Scope of Work with maximum flexibility in accordance with revised budgets furnished to **STATE** prior to the actual expenditures. However, **CONTRACTOR** shall notify and obtain approval from **STATE** of any proposed changes in excess of ten percent (10%) in any expenditure category prior to actual expenditure. For proposed changes in excess of twenty percent (20%) in any expenditure category or for a reduction in proposed Project work or service levels, advance **STATE** approval must be obtained in writing and **STATE** will determine whether the proposed change is significant enough to warrant **CTC** review. Should a proposed change require any increase in State funds, the **CTC** and **STATE** must approve that change in advance of those Project funds being expended by **CONTRACTOR**.

**SECTION 6.** If **CONTRACTOR** and **STATE** determine, at any time during the performance of the Project that the Project budget may be exceeded, **CONTRACTOR** shall take the following steps:

- (1) Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential costs savings or other measures which will bring the budget into balance,
- (2) Schedule the projected overrun for discussion at the next Quarterly Review meeting, and
- (3) Identify the source of additional **CONTRACTOR** funds which can be made available to complete Project.

## **ARTICLE VI. GENERAL PROVISIONS**

**SECTION 1.** In the performance of Project work, **CONTRACTOR**, its contractor(s) and all 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 (cancer), age (over 40), marital status, denial of family care leave and medical care leave, and denial of pregnancy disability care leave. **CONTRACTOR**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **CONTRACTOR**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 et seq., are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this Contract by this reference and made a part hereof as if set forth in full. Each of the **CONTRACTOR's** contractors and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor Contracts. **CONTRACTOR** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Contract.

**SECTION 2.** **CONTRACTOR**, its contractor(s) and all subcontractors will permit access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of investigating to ascertain compliance with this Article VI.

**SECTION 3.** **CONTRACTOR** agrees to insert, in appropriate contracts, clauses to accomplish the effect of Sections 1 and 2 of this Article VI and Labor Code mandating that all workers employed on public works projects (as defined in Labor Code Sections 1720-1815) will be paid not less than the general prevailing wage rate as predetermined by the Director of Industrial Relations.

**SECTION 4.** Business Enterprise Participation

- A. Should Public Contract Code Sections 2000 or 10115 et seq. or Military and Veterans Code Sections 999 et seq. [Disabled Veterans Business Enterprises goal of three percent (3%)] be applicable to **CONTRACTOR**, **CONTRACTOR** will meet those applicable goals in the **CONTRACTOR'S** award of every contract for work to be performed under this Contract.
- B. **CONTRACTOR** shall have the sole duty and authority under this Contract to determine whether good faith efforts were sufficient as outlined in Public Contract Code Sections 2000 and 10115 et seq. and in Military and Veterans Code Sections 999 et seq.

**SECTION 5.** Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **CONTRACTOR**, its agents, contractors and subcontractors under, or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract or as respects environmental remediation obligations or duties of **CONTRACTOR** relative to a Project. It is also understood and agreed that, pursuant to Government Code Section 895.4, **CONTRACTOR** shall fully indemnify and hold **STATE** harmless from any liability imposed for injury (as defined by Government Code 810.8) or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **CONTRACTOR** under or in connection with any work, authority, or jurisdiction delegated to **CONTRACTOR** under this Contract.

**SECTION 6.** Subject to the terms and provisions of this Contract, **CONTRACTOR** shall be the owner of all improvements and property included in the Project constructed, installed or acquired by **CONTRACTOR** unless the Project Scope of Work explicitly provides to the contrary, whether with funding provided to **CONTRACTOR** under this Contract or otherwise. **CONTRACTOR** is obligated to continue operation and maintenance of the Project dedicated to the public transportation purposes for which the Project was initially approved unless **CONTRACTOR** ceases ownership of such Project property or ceases to utilize the Project for the intended public transportation purposes or sells or transfers title to or control over Project and **STATE** is refunded the Credits due **STATE** as provided herein below of this Article VI, 8. The Project right of way, the Project facilities constructed or reconstructed on the Project site and/or Project property purchased (excluding construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Contract) or rehabilitated shall remain permanently dedicated to public transit use in the same proportion and scope and to the same extent as described in this Contract unless **STATE** subsequently agrees otherwise in writing. Equipment acquired as part of the Project, including rail passenger equipment, shall be dedicated to that passenger use for the full economic life cycle of the equipment, including any extensions of that life cycle achieved by reconstruction, rehabilitation or enhancements regardless of the sources of funding for that life cycle extension.

**SECTION 7.** To the extent that **CONTRACTOR** operates and maintains Intermodal Transfer Stations, **CONTRACTOR** shall maintain those stations and all appurtenances, including, but not limited to, the restroom facilities and parking facilities used to support the Project or included as part of the Project, in good condition and repair and in accordance with the highest standards of cleanliness (Public Utilities Code, SECTION 99317.8). Upon the request of **STATE**, **CONTRACTOR** shall also authorize state-funded bus services to use these stations, parking facilities and appurtenances without any charge to **STATE** or the bus operators. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of these state-funded bus services (for the purpose of this "state-funded bus service" means any bus service funded pursuant to Public Utilities Code Section 99316 or any other service funded by **STATE**).

**SECTION 8.** Except as otherwise set forth in this Section 8, **STATE**, or any assignee public body acting on behalf of **STATE** or the **CTC**, shall be entitled to a refund or credit, at **STATE's** sole option, equivalent to the proportionate funding participation in the Project by **STATE** should **CONTRACTOR** cease to utilize the Project for the described and intended public transportation purposes or the **CONTRACTOR** sells or transfers title to or control over the Project. **STATE** shall also be entitled to an equivalent acquisition credit for any future purchases or condemnation of all or portions of the Project by **STATE** or a **STATE** designee or assignee. The refund or credit due **STATE** will be computed by the funding ratio of **STATE** and other non-**CONTRACTOR** funding dedicated to the Project measured against the level of **CONTRACTOR** funding participation applied to the then (date of future acquisition, sale or transfer) present fair market value of the Project property.

**SECTION 9.** In determining the fair market value of the Project property for purposes of calculating **STATE's** refund or credit under these Provisions, any portions of the Project site contributed by **CONTRACTOR** shall not be included unless matching fund credit was claimed by **CONTRACTOR**. In determining **STATE's** proportionate funding participation, **STATE's** contributions to parties other than **CONTRACTOR** shall be included as part of the **STATE** funding if those **STATE** contributions were made a part of Project funding.

**SECTION 10.** After **STATE** has received the refund or credit as provided in Section 8 above because **CONTRACTOR** ceased to utilize the Project for the intended public transportation purposes or sold or transferred title to or control over the Project, neither **CONTRACTOR** and/or any person to whom **CONTRACTOR** has transferred title or control shall any longer have any obligation under this Contract to continue operation of the Project and/or dedicate the Project or its facilities for public transportation purposes and that transferee may then use the Project property and any of its facilities for any lawful purpose.

**SECTION 11.** This Contract and these Provisions, including the **CTC** Resolutions, the Scope of Work document, and all included Attachments to this Contract, constitute the entire terms of The Intercity Rail Passenger Facility Contracts between the parties for the Project work to be performed.

**SECTION 12.** Disabled access review by the Department of General Services (Office of State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. No construction contract for that type of facility will be awarded by **CONTRACTOR** unless **CONTRACTOR's** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code. Further requirements and guidance are provided in Title 24 of The California Administrative Code and the Americans with Disabilities Act (Federal law). **CONTRACTOR** shall also provide **STATE** with two (2) full sets of plans and specifications for **STATE's** review at the fifty percent (50%) design completion level and again at the ninety percent (90%) design completion phase. **CONTRACTOR** must receive **STATE's** written approval of those plans and specifications prior to incurring any Project construction costs under the Scope of Work funded by this Contract.

**SECTION 13.** The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishers systems for any State owned or State occupied buildings per section 13108 of the Health and Safety Code. **CONTRACTOR** must assure that all relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with State fire protection standards for intercity rail passenger facilities.

**SECTION 14.** The remedy for the resolution of contract claims under this Contract shall be by binding arbitration. Unless otherwise agreed by **STATE** and **CONTRACTOR**, arbitration shall be held in Sacramento, California and shall be conducted by a single arbitrator selected by the parties from the certified list created by the Public Works Contract Arbitration Committee pursuant to Public Contract Code 10240.

**SECTION 15.** Compliance with all resource protection laws for the Project is required prior to **CONTRACTOR** requesting authority from **STATE** in writing to expend funds for construction or any right of way purchase. No public entity shall request funds nor shall any state agency, board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by environmental documentation required in California Government Code 21102. The California Environmental Quality Act (CEQA) does provide, in California Government Code 21080(b)(10), an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights of way already in use. Documentation of the decision to employ this exemption is required, and must

be approved by the STATE. CONTRACTOR shall also provide STATE with a draft of any environmental document produced for Project work thereunder for STATE's approval or review as appropriate.

CONTRACTOR must receive STATE's written comment to that environmental documentation prior to incurring any construction costs under the Scope of Work established as part of this Contract.

**SECTION 16.** CONTRACTOR shall furnish STATE with a Project Close-Out Report within one-hundred and eighty (180) days of Project completion in accordance with the CTC policy on the "Timely Use of Funds" as set forth in G-99-25, adopted August 18, 1999 and G-00-20, adopted July 19, 2000.

a) Funds allocated for project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated, unless an extension of time was approved by the CTC. CONTRACTOR must invoice STATE for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

b) Funds allocated for construction or for rail/transit equipment must be encumbered by the award of a contract within twelve months of the date of the allocation of funds, unless an extension of time was granted by the CTC. After the award of the 3rd party contract, CONTRACTOR has up to 36 months to complete (accept) the contract. CONTRACTOR must provide proof of the 3rd party contract award to extend this Contract for the 36 months from the contract award date. CONTRACTOR then has 180 days after contract acceptance to make final payment to the contractor or vendor, prepare the Project Close-Out Report and submit the final invoice to STATE for reimbursement.

## ARTICLE VII. BOND PROVISIONS

**SECTION 1.** If the Project funding is being provided in whole or in part pursuant to the Clean Air and Transportation Improvement Act of 1990 (Proposition 116), the following additional provisions apply to CONTRACTOR.

(1) CONTRACTOR shall coordinate and share with other public transit operators any Project related facilities used for intercity rail services. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

(2) CONTRACTOR agrees that all passenger rail facilities acquired or constructed pursuant to this Contract shall be accessible to persons with physical disabilities, including wheelchair users. Any passenger vehicles and vessels acquired pursuant to this Contract shall be accessible to wheelchair users at all stops, stations and terminals, whether or not staffed.

**SECTION 2.** CONTRACTOR shall not loan any portion of the funds represented by this Contract to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement which is the economic equivalent of a loan, regardless of how it is named or structured.

**SECTION 3.** Except as provided in this Article VII, STATE and CONTRACTOR agree that any costs of the Project acquired or constructed by CONTRACTOR allocable to portions of the Project which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests not generally enjoyed by the public, (hereafter referred to as Non-governmentally Used Property or "NUP") shall, for accounting and bookkeeping purposes, be allocated to funding sources other than State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square or cubic footage/acreage of the area encumbered by the lease or easement relative to the total area acquired or constructed if all such is of approximately equal value. NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights) and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP, solely as a result of a Freight Use Easement retained by the seller of the right of way to CONTRACTOR, provided that the sales Contract appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article VII to the contrary, CONTRACTOR may allocate grant funds to the cost of any NUP if (1) neither CONTRACTOR nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of

the NUP, or (2) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.

**SECTION 4.** **CONTRACTOR** shall request, in writing, **STATE's** advance approval if Project funds are to be allocated to any NUP, except "incidental use" property described below. If property, the costs of which have previously been allocated to Project funds, is to become NUP before the State bond funds are fully paid or redeemed, then **CONTRACTOR** may allocate the costs of such property to another funding source utilized for this Project as provided in Section 3 of this Article VII, or obtain **STATE's** approval that the allocation of the costs of such property to the grant funds may remain. It is anticipated that **STATE** approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, the **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with the Project and its described purpose.

For purposes of these fund source allocations (Article VII, Section 3), **CONTRACTOR** does not have to take into account as NUP those traveler oriented "incidental uses" of the Project (For example, advertising billboards, vending machines, telephones, etc.) which meet requirements of the federal tax regulations (IRS Notice 8-69 or any successor thereto). In general such Notice requires that the incidental use not be physically separated from the rest of the Project and not comprise, in the aggregate, more than 2-1/2% of the total costs of the Project.

**SECTION 5.** If **CONTRACTOR** enters into a management contract with a private party (including AMTRAK) for operation of rail, or other transportation services in connection with the Project, it will either (1) obtain approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 82-14 (as supplemented or amended) or any other successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable; or (2) be prepared to certify upon request of **STATE** that the revenues which **CONTRACTOR** (or its manager) will receive directly from the operation of transportation services in connection with the Project (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are for any fiscal year less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **CONTRACTOR**). In any year for which option two (2) will not be true, **CONTRACTOR** shall consult Bond Counsel acceptable to the **STATE** and the State Treasurer's Office to obtain approval of the management contract or an opinion that the circumstances then present will not adversely affect the tax-exempt status of the bonds.

**SECTION 6.** If **CONTRACTOR** receives any revenues or profits from any NUP allowed pursuant to this Article VII (whether approved at this time or hereafter approved by **STATE**), **CONTRACTOR** agrees that all such revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or operating costs. If **CONTRACTOR** does not so dedicate the revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to **STATE's** percentage participation and interest in the Project as measured by Article VI, Section 8 of this Contract.

**ARTICLE VIII - APPROVALS**

**SECTION 1.** CONTRACTOR has executed this Contract pursuant to its legal authority granted to bind and obligate Contractor to this Contract. That Legal Authority is evidenced in CONTRACTOR's authorizing Resolution attached hereto as Attachment IV.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

NAME

BY  1/19/06  
WILLIAM D. BRONTE  
Chief, Division of Rail  
Date

BY  1/17/06  
DONALD K. JENSEN  
Director of Public Works  
City of Santa Fe Springs  
Date

**ATTACHMENTS**

- I. Project Description, Scope of Work and Project Budget
- II. CTC Project Allocation Resolution
- III. CTC Resolution G91-2
- IV. Contractor Resolution

# Attachment II

State of California  
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

## Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: August 17-18, 2005

Reference No.: 2.6e.(1)  
Action Item

From: CINDY McKIM  
Chief Financial Officer

Prepared by: Ross A. Chittenden  
Division Chief  
Transportation Programming

Re: **ALLOCATIONS FOR TRAFFIC CONGESTION RELIEF (TCR) PROGRAM PROJECTS  
RESOLUTION TFP-05-10**

### ISSUE:

Attached is a Vote List for four Traffic Congestion Relief (TCR) project allocation requests totaling \$180,261,000 in new TCR funds for the projects identified.

### RECOMMENDATION:

The California Department of Transportation (Department) recommends approval.

### BACKGROUND:

The Governor's FY 2005-06 Budget Proposal includes the transfer of Proposition 42 funding. The agencies have indicated the projects listed will award a contract for construction and/or procurement before January 1, 2006.

### FINANCIAL RESOLUTION

#### **Resolved That:**

The project(s), as component phases or in their entirety, appear under Government Code Section 14556.40(a) and are entitled to participate in this allocation amendment.

Reimbursement of eligible costs is subject to the policies, restrictions and assurances as set forth in the Commission's policy for allocating, monitoring, and auditing TCR projects and is governed by the terms and conditions of the Fund Transfer Agreement, Program Supplement or Cooperative Agreement, and subsequent amendments to the same, if required, as executed between the Implementing Agency and the Department.

Applicant agencies shall provide the Commission and the Department with a progress report on April 1st and October 1st of each year on actual expenditures and status of work, until the projects have been completed.

Attachment

# Attachment II

CTC Financial Vote List

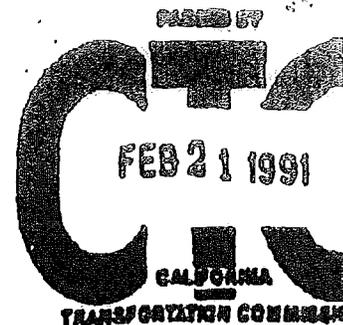
August 16, 2008

**2.0 Mass Transportation Financial Matters**

Project # Allocation Amount Implementing Agency District/County	BREF # and Project Description Description of Amendment	Item # Program Code	Total Allocation Amount
1 \$12,249,000 Department 04- Marin	Project #17 - Route 101; add reversible HOV lanes through San Rafael, Sir Francis Drake Boulevard to North San Pedro Road in Marin County.  Construct a high occupancy vehicle (HOV) lane between the Richardson Bay Bridge and Route 37.  This allocation will provide new TCR funding for Construction. Estimated construction award date: January 2008.  Disproportionate rate of reimbursement requested.	Chapter 91 of the Statutes of 2000  899-3007 20.20.710.870	\$12,249,000
2 \$89,785,000 Department 07- Los Angeles	Project #35.2 - Pacific Surfliner, triple track intercity rail line within Los Angeles County and add run-through tracks through Los Angeles Union Station in Los Angeles County.  Construct approximately 5 miles of third main track along the intercity rail line from the City of Commerce to Fullerton, and construct a grade separation at Valley View.  This allocation will provide new TCR funding for Construction. Estimated construction award date: November 2008.	Chapter 91 of the Statutes of 2000  899-3007 30.20.710.010	\$89,785,000
3 \$80,000,000 San Diego North County Transit District 011- San Diego	Project #79 - North County Light Rail; build new 28-mile light rail line from Oceanside to Escondido in San Diego County.  Reconstruct 22 miles of existing railroad between the Oceanside Transit Center and the Escondido Transit Center. Fifteen stations will be constructed with parking, intermodal access, and passenger amenities.  This allocation will provide new TCR funding for Construction. Under construction with other funds.  Disproportionate rate of reimbursement requested.	Chapter 91 of the Statutes of 2000  899-3007 30.10.710.010	\$80,000,000
4 \$1,227,000 Yolo County Transportation District 03 - Sacramento/ Yolo	Project #118.2 - Provide Yolo Bus service by the Yolo County Transportation District.  Provide funds for Yolo bus service by the Yolo County Transportation District, allowing Yolo Bus Authority to continue expanded intercity bus service in five phases (stages).  This allocation provides \$1,227,000 in new TCR funds to cover the last two years of the five-year operating plan.	Chapter 91 of the Statutes of 2000  899-3007 30.10.710.020	\$1,227,000

35.2

Attachment III



**CALIFORNIA TRANSPORTATION COMMISSION  
RESOLUTION G-91-2  
Commission Policy Resolution for Hazardous Waste Identification  
and Cleanup for Rail Right-of-Way**

**WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and**

**WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and**

**WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and**

**WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and**

**WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and**

**WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and**

**WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and**

**WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover cleanup costs is established and executed as a condition prior to title transfer; and**

**WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and**

**NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation.**

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicants that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- o that all rail right-of-way acquisition properties have been investigated and have been found clean;
- o or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- o or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- o or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the State for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup, damages, or liability costs associated with



# City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

State of California            )  
County of Los Angeles       )ss  
City of Santa Fe Springs     )

I, Barbara Earl, City Clerk of the City of Santa Fe Springs, do hereby certify that the attached document is a true and exact copy of Resolution No. 8045 adopted by the City Council on January 12, 2006.

Dated this 18th day of January, 2006

  
\_\_\_\_\_  
Barbara Earl  
City Clerk

(Seal)

RESOLUTION NO. 8045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE  
SPRINGS ACKNOWLEDGING RESPONSIBILITY FOR THE VALLEY VIEW  
GRADE SEPARATION PROJECT

WHEREAS, the City of Santa Fe Springs was incorporated in 1957 as a general law city and is responsible for transportation planning with respect to local streets and roads within the boundaries of the City of Santa Fe Springs; and

WHEREAS, the City of Santa Fe Springs is the lead agency for construction of the Valley View Grade Separation Project which will eliminate an existing at grade BNSF crossing on Valley View Avenue (PUC Crossing No. 2-152.29); and

WHEREAS, the State Department of Transportation, Division of Rail, is prepared to allocate \$37,363,000 in Transportation Congestion Relief funds to the City of Santa Fe Springs to be used for construction of the Valley View Grade Separation project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

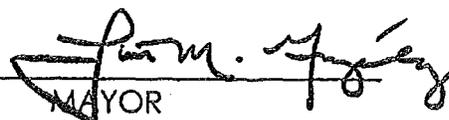
Section 1: The City of Santa Fe Springs hereby acknowledges that it is the agency responsible for construction of the Valley View Grade Separation project; and

Section 2: The City of Santa Fe Springs hereby agrees to accept the award of \$37,363,000 and further agrees that the full amount of said award will be encumbered and directed to the construction of the Valley View Grade Separation Project in the City of Santa Fe Springs; and

Section 3: The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 12<sup>th</sup> day of January 2006.

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

  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

2005 STATE TRANSPORTATION IMPROVEMENT PROGRAM

Project Nomination Sheet (Page A-1) Rev. 01/2004

Project Information						Fact Sheet Date: 02/09/07		
County	Caltrans District	PPNO *	EA *	Region/MPO/TIP ID	Element	Route / Corridor *	PM / KP Back *	PM / KP Ahead *
Los Angeles	75	2002A		Gateway	RAIL	Pacific Surfliner	PM: 157.8 KP:	PM: 157.8 KP:
Legislative Districts:		Senate: 30		Congressional: 39				
Assembly: 56								
Project Sponsor:		California Department of Transportation						
Implementing Agency:		PA&ED:		AB 3090? <input type="checkbox"/>	PS&E:		California Department of Transportation AB 3090? <input type="checkbox"/>	
(by component)		R/W:		Calif. Dept of Transportation AB 3090? <input type="checkbox"/>	CON:		California Department of Transportation AB 3090? <input type="checkbox"/>	
Project Title:		Rosecrans/Marquardt Grade Separation						

\* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & PM/KP Back/Ahead used for State Highway System and Intercity Rail projects.

Location - Project Limits - Description and Scope of Work - (brief) (State/Region and Area Specific Maps to be included below)  
City of Santa Fe Springs, Los Angeles County, Intersections of Rosecrans and Marquardt Avenues, MP 157.81 on BNSF line.

Transportation Problem to be Addressed by Project and Description of Project Benefits - (brief)

This grade crossing is ranked #1 statewide as a safety priority by the California Public Utilities Commission. Train volumes generate significant automobile congestion at grade crossing intersection. Increased train speeds, reduced travel time, greater on-time performance and schedule reliability. Ability to accommodate future projected freight and passenger train volumes.

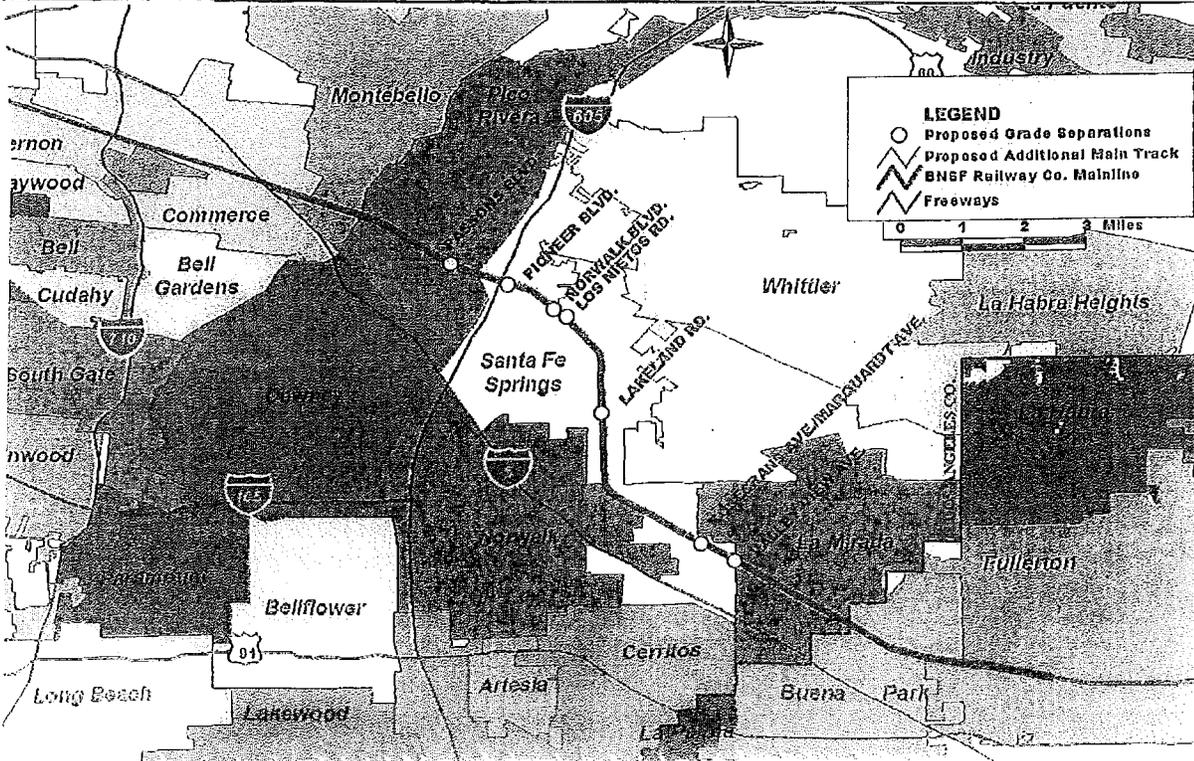
Expected Source(s) of Additional Funding Necessary to Complete Project - as Identified Under 'Additional Need' - (brief)

N/A

Requesting State-Only Funds? Yes

Project Milestones	Date	Doc. Type	Date
Project Study Report (PSR) Complete:	09/13/05	Scheduled Circulation of Draft Environmental Document:	Completed NOD 1/6/2004
Project Manager (Person responsible for delivering the project within cost, scope and schedule)			
Name: Lea Simpson	Agency: Caltrans Division of Rail	Phone: 916/654-7184	

Project Location Maps - Location Map of Project in State/Region, and Area Specific Map



NOTE: The CIO STIP Guidelines should have been read and understood prior to preparation of this STIP Fact Sheet, with particular attention to Sections 37 - 62.



# City of Santa Fe Springs

City Council Meeting

November 24, 2009

## **UNFINISHED BUSINESS**

### Amendment to the Franchise Agreement between the City and Serv-Wel Disposal and Recycling

#### RECOMMENDATION

That the Council approve the attached amendment to the Franchise Agreement between the City and Serv-Wel Disposal and Recycling (Serv-Wel), which in effect grants Serv-Wel Disposal a Residential Solid Waste Permit.

#### BACKGROUND

At its meeting of November 9, 2009, the City Council designated Serv-Wel Disposal as the provider of Solid Waste Collection and Disposal services for the Villages at Heritage Springs Housing Development, as well as authorized Staff to prepare the requisite amendments to the existing Franchise agreement between the City and Serv-Wel.

The requisite amendment to the agreement consists of adding language to the agreement that, in effect, grants Serv-Wel Disposal a Residential Solid Waste Permit. Attached to this document is the needed amendment.

Frederick W. Latham  
City Manager

#### Attachments:

Amendments to Franchise Agreement  
Service Area Map

AMENDMENT TO AGREEMENT DATED APRIL 1, 2004  
BETWEEN THE CITY OF SANTA FE SPRINGS AND SERV-WEL DISPOSAL  
Pertaining to the Franchise for the Collection, Transportation,  
Recycling and Disposal of Residential and Commercial Solid Waste

DATED NOVEMBER 24, 2009

Whereas, Chapter 50 of the Municipal Code provides the means by which the City may grant permits for the collection of solid waste from commercial and residential areas of the community; and

Whereas, the City desires to enter into an agreement with Serv-Wel Disposal in keeping with the provisions of Chapter 50 by granting a permit for the collection residential solid waste;

The following Amendment to Agreement is hereby agreed to and entered into by and between the City of Santa Fe Springs and Serv-Wel Disposal as of November 24, 2009:

1. A new section entitled "Residential Solid Waste Permit" shall be added to the agreement, reading:

RESIDENTIAL SOLID WASTE PERMIT

Contractor is hereby granted a permit for the collection of residential solid waste by the Santa Fe Springs City Council. This permit to collect residential solid waste shall be limited to those areas shown in crosshatch on the attached map and marked Exhibit "A" and by this reference made a part of this Amendment to Agreement. In rendering this service, the Contractor shall provide each residential customer in area "A1" of the aforementioned map with three separate containers into which solid waste, green waste, and recyclable materials may be deposited and each residential customer in area "A2" of the aforementioned map with two separate containers into which solid waste and recyclable materials may be deposited by the customer. Contractor shall be responsible, at its cost, for the replacement of the containers on an as needed basis.

2. All other sections, terms and conditions shall remain the same and in full force and effect.

**In witness whereof**, the parties have hereunto affixed their names by their respective officers thereunto duly authorized.

CITY OF SANTA FE SPRINGS

SERV-WEL DISPOSAL SERVICE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Attorney for Serv-Wel Disposal





# City of Santa Fe Springs

City Council Meeting

November 24, 2009

## **NEW BUSINESS**

### Aboveground Petroleum Storage Act Grant Amendments

#### RECOMMENDATION

Approve the Fire Chief or his designee, to execute amendments to the Aboveground Petroleum Storage Act Grant Agreement (No. 07-626-550) with the California Environmental Protection Agency.

#### **BACKGROUND**

The Fire Department is seeking approval to authorize the Fire Chief or his designee, to execute amendments to the Aboveground Petroleum Storage Act (APSA) Grant Agreement (No. 07-626-550) with the California Environmental Protection Agency (CalEPA).

The original agreement, which was approved by the City Council on March 27, 2008 provided \$67,653.01 in grant monies to the Department of Fire-Rescue's CUPA to implement the APSA program. The proposed amendments to the agreement are necessary to accept additional monies from CalEPA and make conforming changes to extend the term of the agreement. The proposed amendments to the agreement will do the following:

- Increase the grant amount by \$2,724.69 bringing the new total grant allocation to \$70,377.70.
- Extend the term of the agreement by fourteen months to May 1, 2011, and cover expenditures incurred by the CUPA for APSA implementation to March 1, 2011.
- Add three additional six-month reporting periods and amend the invoicing provision to reflect extension of the grant agreement.
- Add a new "Waiver" provision.

#### FISCAL IMPACT

The Santa Fe Springs Fire Department (CUPA) will be given an additional \$2,724.69 in revenue to implement the requirements of the Act.

Handwritten signature of Frederick W. Latham in black ink.

Frederick W. Latham  
City Manager

ABOVEGROUND PETROLEUM STORAGE ACT PROGRAM  
 GRANT AGREEMENT (**Amended 9/2009**)  
 BETWEEN THE  
 CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
 AND  
 CITY OF SANTA FE SPRINGS  
 CERTIFIED UNIFIED PROGRAM AGENCY

AGREEMENT NO. 07-689-550

State and Grantee hereby agree as follows:

1. PROVISIONS. The following statute authorizes the State to enter into this Grant Agreement:

A. California Health and Safety Code, division 20, chapter 6.67, section 25270.11

2. PURPOSE. The State shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Environmental Protection Trust Fund (EPTF) to the Certified Unified Program Agencies (CUPAs), in accordance with the formula and process determined by the Secretary for Environmental Protection (Secretary) in consultation with the CUPAs. Up to 80% of the grant is authorized by statute to be paid in advance and will be paid upon approval of the grant. The CUPAs shall expend those funds for the purpose of implementing the Aboveground Petroleum Storage Act (APSA).

3. GRANT AMOUNT. \$70,377.70

4. TERM OF AGREEMENT. The term of the Agreement shall begin on January 1, 2008, and end on May 1, 2011. The grant is for the implementation of the APSA Program from January 1, 2008, through March 1, 2011. **ABSOLUTELY NO INVOICES WILL BE ACCEPTED AFTER MAY 1, 2011.**

5. REPRESENTATIVES. Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

California Environmental Protection Agency <b>GRANT MANAGER</b>
John Paine, Staff Environmental Scientist
1001 "I" Street, 4 <sup>th</sup> Floor
Sacramento, California 95814
Phone (916) 327-5092
Fax (916) 322-6555
jpaine@calepa.ca.gov

City of Santa Fe Springs CUPA <b>GRANTEE</b>	<b>GRANT CONTACT</b> (if different from Project Director)
Name of Project Director, Title: Janet Ortiz, Director of Environmental Protection Services	Name: Richard Kallman
Street Address: 11300 Greenstone Avenue	Street Address: 11300 Greenstone Avenue
City, Zip: Santa Fe Springs, 90670	City, Zip: Santa Fe Springs, 90670
Phone: (562) 906-3818	Phone: (562) 906-3810
Fax: (562) 941-1817	Fax: (562) 941-1817
e-mail: janetortiz@santafesprings.org	e-mail: richardkallman@santafesprings.org

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A      REPORTING AND INVOICING PROVISIONS
- Exhibit B      SPECIAL AND GENERAL PROVISIONS
- Exhibit C      APSA GRANT APPLICATION

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. DEFINITIONS. The following defined terms apply throughout this Agreement:

- "APSA" means the Aboveground Petroleum Storage Act;
- "AST" means aboveground storage tank;
- "Cal/EPA" means the California Environmental Protection Agency;
- "CUPA" means the Certified Unified Program Agency;
- "EPTF" means the Environmental Protection Trust Fund;
- "Grantee" means the City of Santa Fe Springs CUPA;
- "PA" means the Participating Agency;
- "Project" means the implementation of the Aboveground Petroleum Storage Act;
- "Secretary" means the Secretary of the California Environmental Protection Agency; and
- "State" means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Amended Agreement on the dates set forth below.

By:

By:

\_\_\_\_\_  
Grantee Signature (as authorized in the  
resolution)

\_\_\_\_\_  
Donald A. Johnson, Assistant Secretary  
California Environmental Protection Agency

\_\_\_\_\_  
Grantee Name, Title (Typed/Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### REPORTING AND INVOICING PROVISIONS

#### A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit APSA Program Implementation Status Reports, including invoices for documentation of expenditures, and an inventory of aboveground storage tank (AST) facilities to the Cal/EPA Grant Manager at the following address:

California Environmental Protection Agency  
Unified Program Section  
c/o John Paine, Staff Environmental Scientist  
1001 "I" Street, 4<sup>th</sup> Floor  
Sacramento, California 95814

2. Each report shall provide a brief description of all the actions taken and work activities performed during the reporting period. As necessary, the report shall also include a description of any problems encountered or potential issues identified that may affect the terms, conditions, provisions, or commitments contained under this Agreement.
3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.
4. For purposes of the APSA Program Implementation Status Reports, the reporting period is as follows:
  - a. 1<sup>st</sup> Report = January 1, 2008, to June 30, 2008
  - b. 2<sup>nd</sup> Report = July 1, 2008, to December 31, 2008
  - c. 3<sup>rd</sup> Report = January 1, 2009, to June 30, 2009
  - d. 4<sup>th</sup> Report = July 1, 2009, to December 31, 2009
  - e. 5<sup>th</sup> Report = January 1, 2010, to June 30, 2010
  - f. 6<sup>th</sup> Report = July 1, 2010, to December 31, 2010
  - g. Final Report = January 1, 2011, to March 1, 2011

5. Submission of the reports and invoices shall be in accordance with the following schedule:

a. 1 <sup>st</sup> Report & Invoice	<u>Due Date</u>	<b>August 1, 2008</b>
b. 2 <sup>nd</sup> Report & Invoice	<u>Due Date</u>	<b>February 1, 2009</b>
c. 3 <sup>rd</sup> Report & Invoice	<u>Due Date</u>	<b>August 1, 2009</b>
d. 4 <sup>th</sup> Report & Invoice	<u>Due Date</u>	<b>February 1, 2010</b>
e. 5 <sup>th</sup> Report & Invoice	<u>Due Date</u>	<b>August 2, 2010</b>
f. 6 <sup>th</sup> Report & Invoice	<u>Due Date</u>	<b>February 1, 2011</b>
g. Final Report & Invoice	<u>Due Date</u>	<b>April 1, 2011</b>

#### B. INVOICING PROVISIONS

1. Invoices shall be used to depict the expenditures incurred by the Grantee in implementation of the APSA Program from January 1, 2008, through March 1, 2011.
2. The invoice shall include all APSA Program implementation expenditures (direct and indirect) incurred by the Grantee during the reporting period.
3. The invoice shall be submitted as an attachment to the "Implementation Status Report," in accordance with the submission schedule provided above.
4. The Grantee shall use the invoice template format provided by Cal/EPA.

## EXHIBIT B

### SPECIAL AND GENERAL PROVISIONS

#### A. SPECIAL PROVISIONS

1. **AMENDMENTS:** 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.
2. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement maybe waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
  - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all EPTF amounts received and expended during the term of this Agreement, including but not limited to:
    - i. EPTF advance allocation amounts, including interest earned;
    - ii. Additional EPTF allocations amounts;
    - iii. All APSA Program implementation expenditures (direct and indirect); and
    - iv. Running balance of EPTF allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the EPTF allocation that shall adequately document all significant activities and actions relative to the Implementation of the APSA Program, including but not limited to:
  - a. Fiscal accounting;
  - b. APSA Implementation Status Reports; and,
  - c. Invoicing and supporting documentation.

6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with APSA Program implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and invoices as stipulated in this Agreement.
7. **WITHHOLDING OF GRANT DISBURSEMENTS:** Cal/EPA may withhold all or any portion of the EPTF allocations provided for by this Agreement in the event the Grantee:
  - a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
  - b. Fails to maintain reasonable progress toward implementation of the APSA Program.

## **B. GENERAL PROVISIONS**

1. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
2. **AUDIT:** Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated EPTF moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
3. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
4. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
5. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
6. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
7. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
8. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
9. **TERMINATION:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation of the EPTF.
10. **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 shall continue to have full force and effect and shall not be affected thereby.

**EXHIBIT C**

**APSA Grant Application – Projected Budget  
9/2009 Amendments**

<u>Direct Program Costs:</u>	<u>Original</u>	<u>Amended (9/09)</u>
*Personnel Costs	\$ 57,000.00	\$
Operating Expenses (prorated for project)	\$ 5,858.01	\$
Training/Travel/Travel Expenses		
Supplies/Materials (less than \$5,000 per item)		
Equipment	\$	\$
Professional/Consultant Services	\$	\$
Indirect Cost (%)	\$ 4,800.00	\$
<b>TOTAL</b>	<b>\$ 67,653.01</b>	<b>\$ 70,377.70</b>

\*Salary is based on hourly rate and includes fringe benefits.



# *City of Santa Fe Springs*

City Council Meeting

November 24, 2009

## **PRESENTATION**

To Councilmember Gus Velasco, Upon His Retirement.

## BACKGROUND

Councilmember Gus Velasco will retire this December after 8 years of service to Santa Fe Springs as Councilmember, and a total of 39 years of employment with the City. Representatives from County Supervisor Gloria Molina, Little Lake School District, and Whittier Union High School are in attendance to honor Councilmember Velasco for his many contributions to this community.

A handwritten signature in black ink, appearing to read "Fred Latham".

Frederick W. Latham  
City Manager

## Attachment(s)

None.



# City of Santa Fe Springs

City Council Meeting

November 24, 2009

## **PRESENTATION**

### Red Ribbon Contest Winners

The Mayor may wish to call upon Kimberly Sawyer, Public Safety Education Officer, to assist in presenting the certificates.

The Department of Police Services conducted a poster and essay contest for Red Ribbon Week, October 19-23. Students in grades four through twelve were asked to create a poster or write an essay on "Why I Say No To Drugs." The following students will be receiving a Certificate of Merit tonight:

#### 4th graders

Markie Rosas  
David Gallegos  
Samantha Anaya  
Alison Sanchez

#### 8th graders

Alias Hernandez  
Eduardo Salgado  
Victoria Johnson  
Janelle Catublas

#### 5th graders

Sarina Castro  
Jasmine G  
Stephanie Bautista  
Christopher Ramsey

#### 9th graders

Lauren Sutherlin  
Paul Telles

#### 6th graders

Emilia Mariolis  
Crystal Rocha  
Jocelyn Torres  
Ravi Sandhu

#### 10th graders

Tania Caceres

#### 11<sup>th</sup> graders

Jessica Aguilar  
Scott Louie

#### 7th graders

Michael Quezada  
Jeanne Reinis

#### 12<sup>th</sup> graders

Theresa  
Marcela Pimental

A handwritten signature in black ink, appearing to read "Frederick W. Latham".

Frederick W. Latham  
City Manager



# City of Santa Fe Springs

City Council Meeting

November 24, 2009

## APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

### Committee Appointments

Attached is a roster for each active committee, and listed below are current vacancies. Also included for your review is the list of prospective members.

<u>Committee</u>	<u>Vacancy</u>	<u>Councilmember</u>
Beautification	1	Putnam
Beautification	3	Rounds
Beautification	3	Serrano
Community Program	4	Gonzalez
Community Program	2	Serrano
Community Program	1	Velasco
Historical	4	Putnam
Historical	2	Serrano
Parks & Recreation	1	Gonzalez
Parks & Recreation	1	Velasco
Senior Citizens Advisory	1	Gonzalez
Senior Citizens Advisory	2	Putnam
Senior Citizens Advisory	2	Rounds
Sister City	1	Gonzalez
Sister City	1	Serrano
Sister City	1	Velasco
Youth Leadership	1	Putnam

To date, four applications have been received from applicants who would like to be appointed to various committees. Lillian Puentes has also submitted a letter of resignation from the Parks and Recreation Committee. Please direct any questions regarding this report to the City Clerk.

A handwritten signature in black ink, appearing to read "Frederick W. Latham".

Frederick W. Latham  
City Manager

### Attachments:

- Applications for Appointment
- Active Committee Lists
- Puentes Resignation Letter

Submitted By: Barbara Earl, CMC, City Clerk

November 17, 2009

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# City of Santa Fe Springs Application for Appointment

If you would like to be included in the Santa Fe Springs "Talent Bank" of persons interested in serving on a City Committee, Commission or Board, please complete this application and submit it to the City Clerk's Office.

Name: BERTA R. SERA

Address: 10550 DUNLAP CROSSING R.D. #31 WHITTIER Ca  
Home Phone: 362 692-5513 Work Phone: Ø Cell Phone: Ø 90613

Occupation: RETIRED

I am willing to serve on an ad hoc committee for a specific short-term project.  Yes  No

Is there a specific night or time you would be *unable* to attend meetings? If so, please indicate:

TUESDAY'S 12N-7P / THURSDAY'S 12N-7P

Please list in order of preference the committee(s) on which you would like to serve:

1. Senior Advisory Committee
2. Family & Human Services Advisory Committee
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Signature [Handwritten Signature] Date 10/14/09

<b><u>OFFICE USE ONLY</u></b>		
Date Application Received:	Action:	Date Applicant Notified:

# SANTA FE SPRINGS SENIOR CITIZENS ADVISORY COMMITTEE

## BY – LAWS

### I. NAME

The name of this Committee shall be CITY OF SANTA FE SPRINGS SENIOR CITIZENS ADVISORY COMMITTEE

### II. PURPOSE

The purpose of this Committee shall be to advise, plan, and conduct projects that will foster mutual understanding between Senior Citizens of Santa Fe Springs and the Honorable City Council of the City of Santa Fe Springs in order to improve the well being of the Senior Citizens in the City of Santa Fe Springs and to the community at large

### III. AUTHORITY

This committee shall be advisory only to the City Council. A report on the findings and/or actions of this Committee shall be presented to the City Council at least once a year. Yearly reports will be due on or before June 30<sup>th</sup> of each year.

### IV. MEMBERSHIP

The Committee shall be comprised of no more than 25 members appointed by the City Council from a cross section of persons residing in or active in the City. Committee membership may include representatives from the schools, local businesses, various social agencies, and civic and service organizations.

*long time volunteer in FATS event, both and other city events*

#### A. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.



**City of Santa Fe Springs** *City of Santa Fe Springs*  
**Application for Appointment**

If you would like to be included in the Santa Fe Springs "Talent Bank" of persons interested in serving on a City Committee, Commission or Board, please complete this application and submit it to the City Clerk's Office.

Name: Henrietta Abajian

Address: 11703 Dunning St

Home Phone: 562-868-3024 Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Occupation: Retired

I am willing to serve on an ad hoc committee for a specific short-term project.  Yes  No

Is there a specific night or time you would be *unable* to attend meetings? If so, please indicate:

\_\_\_\_\_

Please list in order of preference the committee(s) on which you would like to serve:

1. Community Program
2. Beautification
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Signature Henrietta Abajian Date 10-23-09

<b><u>OFFICE USE ONLY</u></b>		
Date Application Received:	Action:	Date Applicant Notified:



# City of Santa Fe Springs Application for Appointment

If you would like to be included in the Santa Fe Springs "Talent Bank" of persons interested in serving on a City Committee, Commission or Board, please complete this application and submit it to the City Clerk's Office.

Name: Cecilia Uribe Gonzalez

Address: 11436 Davenrick Street

Home Phone: 562-685-6751 Work Phone: \_\_\_\_\_ Cell Phone: 562-685-6751

Occupation: Unemployed

I am willing to serve on an ad hoc committee for a specific short-term project.  Yes  No

Is there a specific night or time you would be *unable* to attend meetings? If so, please indicate:  
\_\_\_\_\_

Please list in order of preference the committee(s) on which you would like to serve:

1. Sister City
2. Parks & Rec.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Signature [Handwritten Signature] Date 11-05-09

<b>OFFICE USE ONLY</b>		
RECEIVED		
Date Application Received:	Action:	Date Applicant Notified:

NOV 0 2009

CITY OF SANTA FE SPRINGS  
YOUTH LEADERSHIP COMMITTEE  
APPLICATION

(Please type or use black ink)

City of  
Santa Fe Springs

Name: Cruz Veronica \_\_\_\_\_  
Last First Middle

Address: 11419 La Doceña Ln. Santa Fe Springs Age: 17

School: Santa Fe High Present Grade: 12 Anticipated Graduation Date: June 16, 2010

E-Mail: N/A

Home Phone: (512) 1092-9598 Cell Phone: N/A

Emergency Contact: Caraelyn Rodriguez Phone: (512) 335-7209

Employer Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employer Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Hours available for volunteer work: 15 hrs a week.

Organizations/Clubs you are currently a member of:

I am currently a member of expanded horizons club, black and gold club and a paint ball club, including the latin dance team.

Extra Curricular Activities/Sports:

At the moment I am not involved w/ any sports, but I will be going out for the soccer team @ my school as well as track and echa guard/winter guard.

Are you or have you in the past participated as a City Volunteer:  yes  no

If "YES" list below:  
I have been a volunteer @ the Heritage Park for the Fiestas Patrias event.

Why do you want to be involved?

I want to be involved because it makes me feel proud that I am giving back to the community.

Talents/Skills of Leadership:

I am able to make flower arrangements, I am bilingual (English & Spanish) and I know how to sew my own clothes, etc.

What ideas do you have for the Committee?

I think if we had a huge fiesta for kids ages 11-16 to come and enjoy a day of water balloon fights, hot dog eating contests and etc., but make a \$2 or \$3 donation to later give to the needy or for cancer patients.

References/Recommendations: (Must have known candidate for a minimum of one year. No family members.)

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Occupation</u>

Include a letter of recommendation from an adult who is not a family member and has known you for at least 1 year. This person should be able to address your leadership potential and ability to manage the demands of both school and the Committee.

**SIGNATURES:**

I have read and understand the time commitment required for the Youth Leadership committee. I am able to make such a commitment.

Veronica Cruz \_\_\_\_\_ September 24, 09  
Student Signature Date

**Parent/Legal Guardian Permission**

I give my permission for VERONICA CRUZ to seek appointment for the position of representative of the Youth Leadership Committee.

ROBERT DEHRING  
Parent/Legal Guardian Name (Print)

Robert Dehring \_\_\_\_\_ September 24, 09  
Parent/Legal Guardian Signature Date

## **PROSPECTIVE MEMBERS FOR VARIOUS COMMITTEES/COMMISSIONS**

### **Beautification**

Henrietta Abajian

### **Community Program**

Henrietta Abajian

### **Family & Human Services**

A.J. Hayes

Jimmy Mendoza

Jose Avila

Berta Sera

### **Heritage Arts**

Marlene Vernava

### **Historical**

Richard Moore

### **Personnel Advisory Board**

### **Parks & Recreation**

Cecilia Uribe Gonzalez

### **Planning Commission**

Art Escobedo

Lynda Short

Hector Renteria

### **Senior Citizens Advisory**

Berta Sera

### **Sister City**

Frank Carbajal, Sr.

Michele Carbajal

Cecilia Uribe Gonzalez

### **Traffic Commission**

Art Escobedo

Jose Zamora

Hector Renteria

### **Youth Leadership**

Veronica Cruz

**BEAUTIFICATION COMMITTEE**

Membership: 25

( ) indicates term expiration date

Appointed by:

Name

Gonzalez

Juanita Montes (10)  
Irene Pasillas (10)  
May Sharp (11)  
\_\_\_\_\_ (10)  
Marlene Vernava (11)

Putnam

Lupe Lopez (11)  
Guadalupe Placensia (11)  
Juliet Ray (10)  
Ruth Gray (11)  
\_\_\_\_\_ (10)

Rounds

Annette Ledesma\* (11)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (10)  
\_\_\_\_\_ (10)  
Paula Minnehan \* (11)

Serrano

\_\_\_\_\_ (10)  
Vada Conrad (11)  
Martha Ohanesian (10)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (10)

Velasco

Rosalie Miller (11)  
Sylvia Takata (10)  
Eleanor Connelly (10)  
Margaret Bustos\*(10)  
A. J. Hayes (11)

The Beautification Committee meets the fourth Wednesday of each month, except in the months of July, August and December, at 9:30 a.m. at Town Center Hall.

**\*Asterisk indicates person serves on three committees**

**COMMUNITY PROGRAM COMMITTEE**

Membership: 25

( ) indicates term expiration date

Appointed by:

Name

Gonzalez

\_\_\_\_\_ (11)  
\_\_\_\_\_ (11)  
A.J. Hayes (10)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (10)

Putnam

Mary Jo Haller (11)  
Rosalie Miller (10)  
Lynda Short (11)  
Jose Zamora (11)  
Luigi Trujillo\* (10)

Rounds

Mark Scoggins\* (10)  
Denise Vega (11)  
Marlene Vernava (10)  
Sylvia Takata (10)  
Annette Rodriguez (11)

Serrano

\_\_\_\_\_ (11)  
Mary Anderson (11)  
Dolores H. Romero \* (11)  
\_\_\_\_\_ (11)  
Ruth Gray (10)

Velasco

Eleanor Connelly(10)  
\_\_\_\_\_ (11)  
Hilda Zamora (10)  
Lisa Sanchez (11)  
Naomi Torres (10)

The Community Program Committee meets the third Wednesday of every other month beginning in January at 7:00 p.m. in City Hall. The committee is dark during the months of June, July and August.

**\*Asterisk indicates person serves on three committees**

## FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Membership: 15 residents appointed by Council  
5 social service agency representatives appointed by  
the Committee

( ) indicates term expiration date

Appointed by:

Name:

González

Mercedes Diaz (10)  
Toni Vallejo (11)  
Josephine Santa-Anna (10)

Putnam

Laurie Rios\* (11)  
Arcelia Miranda (10)  
Margaret Bustos\* (11)

Rounds

Annette Rodriguez (10)  
Janie Aguirre (11)  
Michele Carbajal (11)

Serrano

Lydia Gonzales (10)  
Francis Carbajal (11)  
Modesta Viero (11)

Velasco

Alicia Mora (11)  
Dolores Romero\* (10)  
Gloria Duran (10)

Organizational  
Representatives:

Nancy Stowe  
Evelyn Castro-Guillen  
Irene Redondo Churchward/  
SPIRRIT Family Services

The Family & Human Services Advisory Committee meets the third Wednesday of every month at 5:30 p.m. at the Neighborhood Center.

**\*Asterisk indicates person serves on three committees**

**HERITAGE ARTS ADVISORY COMMITTEE**

Membership: 9 voting and 6 non-voting members

Appointed by:

Name:

Gonzalez

Laurie Rios \*

Putnam

May Sharp

Rounds

Gustavo Velasco

Serrano

Paula Minnehan \*

Velasco

Amparo Oblea

Beautification Committee

Sylvia Takata

Historical Committee

Larry Oblea

Planning Commission

Richard Moore

Chamber of Commerce

Tom Summerfield

Betty Putnam, Councilmember

Frederick W. Latham, City Manager

Hilary Keith, Director of Library & Cultural Services

Paul Ashworth, Director of Planning and Development

The Heritage Arts Advisory Committee meets the last Tuesday of the month, except in November and December, at 9:30 a.m. at the Train Depot.

**\*Asterisk indicates person serves on three committees**

## HISTORICAL COMMITTEE

Membership: 20

( ) indicates term expiration date

Appointed by:

Name:

Gonzalez

Gilbert Aguirre (11)  
Janie Aguirre (11)  
Sally Gaitan\* (11)  
Richard Moore (10)

Putnam

\_\_\_\_\_ (10)  
\_\_\_\_\_ (10)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (11)

Rounds

Art Escobedo (10)  
Mark Scoggins (11)  
Janice Smith (11)  
Paula Minnehan \* (10)

Serrano

Gloria Duran (10)  
\_\_\_\_\_ (10)  
Larry Oblea (11)  
\_\_\_\_\_ (10)

Velasco

Merrie Hathaway (11)  
Marv Clegg (10)  
Susan Johnston (11)  
Alma Martinez (10)

The Historical Committee meets quarterly (the first Tuesday of the month in the months of April, July, October and January) at 5:30 p.m. at the Train Depot (during the library renovation, at the Carriage Barn).

**\*Asterisk indicates person serves on three committees**

## PARKS & RECREATION ADVISORY COMMITTEE

Membership: 25

( ) indicates term expiration date

Appointed by:

Name

Gonzalez

Ruben Madrid (11)  
Jennie Carlos (10)  
Frank Leader (10)  
Michael Madrigal (11)  
\_\_\_\_\_ (10)

Putnam

Frank Regalado (11)  
Carlene Zamora (11)  
Jimmy Mendoza (10)  
Hilda Zamora (11)  
Michele Carbajal (10)

Rounds

Kenneth Arnold (10)  
Richard Legarreta, Sr. (10)  
Don Mette (11)  
Luigi Trujillo\* (10)  
Mark Scoggins\* (11)

Serrano

Lynda Short (10)  
Juanita Trujillo (11)  
Joe Avila (10)  
Sally Gaitan\* (11)  
Bernie Landin (10)

Velasco

Art Escobedo (11)  
Hector Renteria (10)  
\_\_\_\_\_ (10)  
Jose Zamora (11)  
Arcelia Miranda (11)

The Parks and Recreation Committee meets the first Wednesday of the month, except for July, August and December. The subcommittee meets at 6:00 p.m. and the regular committee at 7:00 p.m. in Council Chambers.

**\*Asterisk indicates person serves on three committees**

**PERSONNEL ADVISORY BOARD**

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

Appointed by:

Name:

Personnel Advisory Board

Jim Contreras

Council

Angel Munoz

Council

Ron Biggs

Firemen's Association

Wayne Tomlinson

Employees' Association

Donn Ramirez

The Personnel Advisory Board meets quarterly on an as-needed basis.

## PLANNING COMMISSION

Membership: 5 residents appointed by Council

Appointed by:

Name:

Gonzalez

Laurie Rios

Putnam

Larry Oblea

Rounds

Richard Moore

Serrano

Michael Madrigal

Velasco

Lillian Puentes

The Planning Commission meets the second and fourth Mondays of every month at 4:30 p.m. in Council Chambers.

**SENIOR CITIZENS ADVISORY COMMITTEE**

Membership: 25

( ) indicates term expiration date

Appointed by:

Name:

González

\_\_\_\_\_ (11)  
Gloria Duran\* (10)  
Toni Vallejo (11)  
Josephine Santa-Anna (10)  
Janie Aguirre (11)

Putnam

\_\_\_\_\_ (10)  
Pete Vallejo (11)  
Jennie Valli (10)  
\_\_\_\_\_ (10)  
Martha Ohanesian (10)

Rounds

\_\_\_\_\_ (10)  
Josephine G. Ramirez (10)  
Gloria Vasquez (11)  
\_\_\_\_\_ (11)  
Lorena Huitron (11)

Serrano

Gusta Vicuna(10)  
Amelia Acosta (11)  
Louis Serrano (10)  
Mary Bravo (10)  
Jessie Serrano (11)

Velasco

Modesta Viero (11)  
Gilbert Aguirre (11)  
Julia Butler (10)  
Margaret Bustos\* (11)  
James Hogan (10)

The Senior Citizens Advisory Committee meets the second Wednesday of every month at 10:00 a.m. at the Neighborhood Center.

**\*Asterisk indicates person serves on three committees**

**SISTER CITY COMMITTEE**

**Membership:** 25 appointed by Council

( ) indicates year term expires year

<b><u>Appointed By:</u></b>	<b><u>Name</u></b>		<b><u>Expiration</u></b>
<b>González</b>	Luigi	Trujillo*	(10)
	Hank	Hanh Ly	(11)
	Jimmy	Mendoza	(11)
	Kimberly	Mette	(10)
			(10)
<b>Putnam</b>	Mary K.	Reed	(11)
	Peggy Jo	Radoumis	(11)
	Jeannette	Wolfe	(11)
	Martha	Villanueva	(10)
	Gloria	Duran	(10)
<b>Rounds</b>	Manny	Zevallos	(10)
	Ted	Radoumis	(11)
	Jose	Avila	(11)
	Susan	Johnston	(10)
	Francis	Carbajal	(10)
<b>Serrano</b>	Laurie	Rios*	(11)
	Doris	Yarwood	(11)
	Charlotte	Zevallos	(10)
	Juanita	Trujillo	(11)
		(10)	
<b>Velasco</b>	Hector	Renteria	(11)
	Dolores	Romero*	(11)
	Alicia	Mora*	(10)
			(10)
	Marcella	Obregon	(11)

The Sister City Committee meets the first Monday of every month at 6:30 p.m. in Town Center Hall, Meeting Room #1. When the meeting falls on a Monday holiday, the meeting is held on the second Monday of the month. No meeting is held in the month of December.

**\*Asterisk indicates person serves on three committees**

## TRAFFIC COMMISSION

Membership: 5 residents appointed by Council

Appointed by:

Name:

Gonzalez

Arcelia Valenzuela

Putnam

Manny Zevallos

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Velasco

Sarah Garcia

The Traffic Commission meets the third Thursday of every month at 7:00 p.m. in Council Chambers.

## YOUTH LEADERSHIP COMMITTEE

Membership: 20 **residents** of Santa Fe Springs between the ages of 13 and 18

Appointed by:

Name:

Gonzalez

Marilyn Llanos (2012)  
Victor Becerra (2011)  
Jessica Aguilar (2011)  
Jeanneth Guerrero (2011)

Putnam

Ashley Ortiz (2010)  
Wendy Pasillas (2013)  
Lupe Pasillas (2010)

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Rounds

Carina Gonzalez (2011)  
Lisa Baeza (2013)  
Stephanie Gilbert (2011)  
Karina Saucedo (2012)

Serrano

Kimberly Romero (2011)  
Alyssa Trujillo (2011)  
Alyssa Berg (2011)  
Ariana Gonzalez (2013)

Velasco

Omar Rodriguez (2012)  
Madalin Marquez (2011)  
Martin Guerrero (2013)  
Jose Rocha (2012)

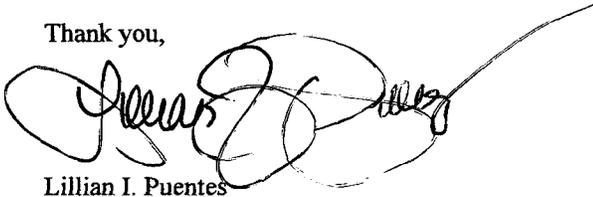
The Youth Leadership Committee meets the first Monday of every month at 6:00 p.m. in Council Chambers.

November 6, 2009

Dear Carol Joseph,

As of today November 6, 2009 I hereby resign as a member of the City of Santa Fe Springs Parks and Recreation Committee. It has been a pleasure to serve on this committee for the past several years. I will be pursuing my education and will not be able to continue my serve.

Thank you,

A handwritten signature in black ink, appearing to read 'Lillian I. Puentes', with a long, sweeping flourish extending to the right.

Lillian I. Puentes