



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

October 4, 2022
6:00 P.M.

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

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public 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 use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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

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

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

City of Santa Fe Springs

Regular Meetings

October 4, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PRESENTATIONS**

- a. Introduction of New Planning and Development Department Employees, Administrative Interns, Christian Calisaan and Jeffrey Kessler (Planning)
- b. Proclamation – Proclaiming the Month of October 2022 as “National Community Planning Month” (Planning)
- c. Proclamation – Proclaiming the Month of October 2022 as “Breast Cancer Awareness Month” in the City of Santa Fe Springs (Community Services)
- d. Proclamation – Proclaiming October 9-15, 2022 as “Fire Prevention Week” (Fire)
- e. Proclamation – Proclaiming October 23-31, 2022 as “Red Ribbon Week” (Police Services)
- f. Proclamation – Declaring October 16, 2022 as “Youth Sports Day” in Santa Fe Springs (Community Services)

6. **PUBLIC COMMENTS** *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.*

HOUSING SUCCESSOR

7. **CONSENT AGENDA**

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

Minutes of the September 6, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

8. CONSENT AGENDA

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

Minutes of the September 6, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

9. CONSENT AGENDA

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

a. Minutes of the September 6, 2022 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Adopt Resolution No. 9822:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9823:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

d. Resolution No. 9824 – Establishing the City's Maximum Contribution for Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act (Finance)

Recommendation:

- Adopt Resolution No. 9824, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

e. Transportation Services Agreement with Whittier Union High School District – Award

of Contract (Public Works)

Recommendation:

- Authorize the Mayor to execute the agreement with Whittier Union High School District effective July 1, 2022, through June 30, 2023.

OLD BUSINESS

10. Little Lake Park Parking Lot Improvements – Project Funding Update (Public Works)

Recommendation:

- Provide Staff with direction on how to complete funding for this project and on the scope of work of the project.

NEW BUSINESS

11. Approval of Request for Proposals (RFP) for Document Imaging Services (City Clerk)

Recommendation:

- Authorize the City Clerk's Office to move forward with the proposed RFP for Document Imaging Services.

12. Batting Cage Facility Concession Agreement (Public Works)

Recommendation:

- Provide Staff with direction on how to proceed with Batting Cage Facility Concession Management.

13. Billboard on City-Owned Property - Authorization to Advertise a Request for Proposals (Planning)

Recommendation:

- Authorize the Director of Planning to advertise a Request for Proposals for the use of city-owned real property to develop, construct, operate, and maintain an electronic billboard.

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

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

16. **COUNCIL COMMENTS**

17. **ADJOURNMENT**

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



Janet Martinez, CMC, City Clerk

9-29-22

Date Posted



PRESENTATION

Introduction of New Planning and Development Department Employees,
Administrative Interns, Christian Calisaan and Jeffrey Kessler

RECOMMENDATION:

The mayor may wish to call upon Assistant Director of Planning, Cuong Nguyen, to introduce both Christian Calisaan and Jeffrey Kessler.

BACKGROUND

The Planning Department recently welcomed two Administrative Interns to their department team. Their internship in the Planning Department is the first local government experience for either interns.

The first intern is Christian Calisaan who has an Associate in Arts degree in Architecture from Mount San Antonio College (Mt. SAC) and a Bachelor of Science degree in Urban and Regional Planning from Cal Poly Pomona.

The second intern is Jeffrey Kessler who has a Bachelor Science degree in Journalism from San Diego State University and is currently working on his Master of Urban and Regional Planning degree from University of California, Irvine.

Christian and Jeffrey are both at tonight's Council meeting to be introduced to the City Council and the community.

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

Raymond R. Cruz
City Manager



PRESENTATION

Proclaiming the Month of October 2022 as "National Community Planning Month"

RECOMMENDATION:

Proclaim the month of October 2022 as "National Community Planning Month" in Santa Fe Springs.

BACKGROUND

Each year the American Planning Association, its members, chapters, divisions and professional institute sponsor National Community Planning Month to raise visibility of the important role of planners and planning in communities across the United States. In fact, planning is more important than ever as communities continue to navigate the disruptive changes brought about by the recent Covid-19 pandemic.

The way a community is planned, from land development, transportation options, or community design, impacts the individual's living there. Planners, working with policy makers, public health professionals, environmental health scientists, transportation engineers, educators and other community members, can work to create healthier communities, eliminating adverse conditions and building better places for everyone within our Santa Fe Springs community.

As a way to celebrate the benefits of planning within our communities, the planning department staff is recommending that the City Council proclaim the month of October 2022 as "National Community Planning Month" in Santa Fe Springs.

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

Raymond R. Cruz
City Manager

Attachments:
Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of Planning Commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Santa Fe Springs; and

WHEREAS, we recognize the many valuable contributions made by the Planning Department of the City of Santa Fe Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim the month of October 2022 as

“National Community Planning Month”

Adopted this 4th day of October 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CMC, CITY CLERK



PRESENTATION

Proclaiming the Month of October 2022 as "Breast Cancer Awareness Month" in the City of Santa Fe Springs

RECOMMENDATION

- Proclaim October 2022 as "Breast Cancer Awareness Month" in Santa Fe Springs

BACKGROUND

October is recognized as National Breast Cancer Awareness Month (NBCAM), a national health campaign organized by major breast cancer charities to increase awareness of the disease and raise funds for research into its cause, prevention, diagnosis, treatment, and cure. In 1985, the American Cancer Association spearheaded the movement to create NBCAM specifically to promote mammography as the most effective weapon in the fight against breast cancer.

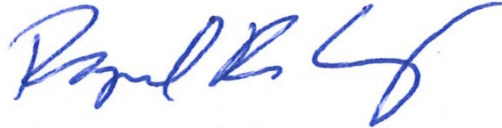
According to the American Cancer Society, in 2022, an increase of 6,300 new cases of invasive breast cancer totaling 287,850 are expected to be diagnosed in women in the U.S., along with 51,400 new cases of non-invasive breast cancer. Since 1990, due to better screening, early detection, increased awareness, and improving treatment, there has been a gradual reduction in female breast cancer rates among women 50 and older. Furthermore, death rates from breast cancer have been on the decline. Today, there are more than 3.8 million breast cancer survivors in the United States, including women still being treated and those who have completed treatment.

The City of Santa Fe Springs is proud to participate in National Breast Cancer Awareness Month. The City strives to educate and stress the importance of following steps to take control of your health. These steps include: maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking, and limiting alcohol consumption. This may also mean scheduling a mammogram each year and practicing monthly self-examinations.

In support of these efforts, the Department of Community Services, in partnership with Alinea Medical Imaging, offered free mobile breast cancer screenings at the Gus Velasco Neighborhood Center parking lot on Friday, September 30, 2022. Individuals who did not meet the required criteria for a free screening were still eligible for a mammogram utilizing their own HMO or PPO plan.

In addition, the City has continued to partner with the Abigail Barraza Foundation (ABF). ABF participated in all summer concerts offering Fashion Friday nights to help promote Breast Cancer Awareness. Furthermore, the City will once again endorse and kick-off "Paint the Town Pink" in Santa Fe Springs.

The Mayor may wish to call upon Monique Barraza, Director of the Abigail Barraza Foundation, to accept the proclamation.



Raymond R. Cruz
City Manager

Attachment:

1. Proclamation for Breast Cancer Awareness Month

WHEREAS, the month of October is National Breast Cancer Awareness Month, a national campaign dedicated to increasing breast cancer awareness; and

WHEREAS, early detection is key in the treatment of breast cancer; if found and treated in the early stages, survival rate is 98.5%; and

WHEREAS, steps such as maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking and limiting alcohol consumption can reduce the risk of breast cancer; and

WHEREAS, this October, the City of Santa Fe Springs celebrates the progress and advancements that have been made due to this national campaign;

NOW, THEREFORE, be it resolved that I, Annette Rodriguez, Mayor of the City of Santa Fe Springs, proclaim October 2022 as

“BREAST CANCER AWARENESS MONTH”

in the City of Santa Fe Springs, and encourage all citizens to educate themselves about this disease and spread the word about the importance of mammograms for early breast cancer detection. Furthermore, I call upon all community residents to get involved and help increase breast cancer awareness by wearing pink the month of October or displaying a pink ribbon.

DATED this 4th day of October 2022

MAYOR ANNETTE RODRIGUEZ

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5D

October 4, 2022

PRESENTATION

Proclaiming October 9-15, 2022 as "Fire Prevention Week"

RECOMMENDATION

Proclaim the week of October 9, 2022 "Fire Prevention Week"

BACKGROUND

Since 1922, Fire Prevention Week has been celebrated in October. Originally, Fire Prevention Week was established to commemorate the Great Chicago Fire in 1871 that tragically took over 250 lives and burned over 17,400 structures. In 1962, the focus of Fire Prevention week changed, and henceforth has been observed to remind the public of the importance of fire prevention.

Each year, people are injured and killed in fire related accidents and disasters. These injuries, deaths and loss of property can be reduced and even prevented by making our homes safe from fire.

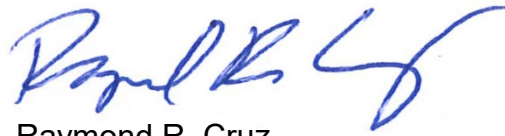
The Department of Fire Rescue encourages everyone to follow the theme of this year's campaign for fire safety. "Fire won't wait. Plan your escape!" The goal is to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires.

Today's homes burn faster than ever. You may have as little as two minutes (or even less time) to safely escape a home fire from the time the smoke alarm sounds. Your ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning.

This year's theme reinforces the importance of why everyone needs to have a home escape plan.

Below are some tips on how to make a Home Fire Escape Plan:

- Draw a map of your home and review it with all members of your household, marking two exits from each room and a path to the outside from each exit.
- Practice your home fire drill twice a year. Conduct one at night and one during the day with everyone in your home, and practice using different ways out.
- Teach children how to escape on their own in case you can't help them.
- Make sure the street number for your home is clearly marked and easy for the fire department to find.
- Close doors behind you as you leave – this may slow the spread of smoke, heat, and fire.
- Once you get outside, stay outside. Never go back inside a burning building.



Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation

WHEREAS, the City of Santa Fe Springs Department of Fire-Rescue has been committed to ensuring the safety and security of all those living, working and passing through our City daily for over 60 years; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of fires and home fire injuries, while heating equipment and smoking are the leading cause of home fire deaths; and

WHEREAS, the Santa Fe Springs Department of Fire-Rescue is responsive to public education measures and dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, as it has been found residents who have planned and practiced a home escape plan will be more likely to survive a fire; and

WHEREAS, the 2022 Fire Prevention Week serves to remind us all of simple actions we can take to stay safer from fire during Fire Prevention Week and year-round;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Santa Fe Springs, does hereby proclaim the week of October 9-15, 2022 as

“FIRE PREVENTION WEEK”

in the City of Santa Fe Springs, and urge all people to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2022, and to support the public safety activities and efforts of the City’s fire and emergency services.

Dated this 4th day of October, 2022.

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5E

October 4, 2022

PRESENTATION

Proclaiming October 23-31, 2022 as "Red Ribbon Week"

RECOMMENDATION

The Mayor may wish to call upon Rick Brown, Family & Youth Intervention Supervisor, to discuss this year's Red Ribbon Activities.

BACKGROUND

The Red Ribbon Campaign is held annually to educate families on living healthy drug-free lifestyles. The residential and business communities along with the City and local school districts work together to promote their commitment to a drug-free community. National Red Ribbon Week is celebrated October 23rd through 31st and we will host our annual community parade on Wednesday, October 26, 2022. This year's parade theme is "Celebrate Life. Live Drug Free."

City School District representatives have been invited to tonight's meeting to accept the proclamation.

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

Raymond R. Cruz
City Manager

Attachment:

"Red Ribbon Week 2022" Proclamation

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers-accidents, homicides, and suicides; and

WHEREAS, it is imperative that community members launch unified and valuable tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for drugs; and

WHEREAS, the Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during the month of October; and

WHEREAS, the residential and business communities will demonstrate their commitment to drug-free communities and neighborhoods by celebrating in the "Celebrate Life. Live Drug Free" community parade commencing on October 26, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, does hereby proclaim the week of October 23rd through October 31st, 2022 as

"Red Ribbon Week 2022"

in Santa Fe Springs and encourage all citizens to participate in drug prevention education programs and activities.

DATED this 4th day of October, 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

October 4, 2022

PRESENTATION

Proclamation – Declaring October 16, 2022 as “Youth Sports Day” in Santa Fe Springs

RECOMMENDATION(S)

- Proclaim October 16, 2022 as Youth Sports Day in Santa Fe Springs

BACKGROUND

The benefits children gain from playing sports are well documented. Playing sports helps children grow healthy and strong, sets them up for an active lifestyle in later years, benefits them mentally and physically, teaches them teamwork and sportsmanship, and gives them a fun outlet for their energy. When kids play sports, they learn life skills that will help them grow into well-adjusted adults. Such skills include goal setting, dealing with adversity, resiliency, building positive relationships, positive self-esteem, among others. Equally important, youth sports bring communities together by offering volunteer opportunities providing a safe place for parents to gather.

The City's Youth Sports offerings include soccer, basketball, volleyball, tennis, baseball, football, running, and boxing. The City of Santa Fe Springs understands the various benefits of youth sports and remains committed to offering an array of offerings designed to engage kids in youth sports activities.

The Mayor may call the City of Santa Fe Springs youth sports staff to accept the proclamation.

Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation declaring October 16, 2022 as Youth Sports Day in Santa Fe Springs

WHEREAS, the City of Santa Fe Springs takes great pride offering youth sports programs for the community's youth; and

WHEREAS, youth sports are a means to promote and achieve the nation's health and well-being goals by creating physically fit youth, increasing social and emotional resilience, improving academic performance and developing transformational leaders; and

WHEREAS, now more than ever, young people need the power of active play to reap the many benefits of youth sports; and

WHEREAS, all youth deserve the right to play and to participate in sports in a diverse, equitable, inclusive, supportive and safe environment led by trained coaches; and

WHEREAS, the City of Santa Fe Springs is joining the celebration of National Youth Sports Day with other organizations, which reach some 60 million young people registered into organized youth sports programs through their services and community involvement; and

NOW, THEREFORE, on behalf of the City of Santa Fe Springs, I Annette Rodriguez, Mayor of the City of Santa Fe Springs, proclaim October 16, 2022 as the official:

Youth Sports Day in Santa Fe Springs

Dated this 4th day of October 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CITY CLERK

FOR ITEM NO. 7
PLEASE SEE ITEM NO. 9A

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9A

October 4, 2022

CONSENT AGENDA

Minutes of the September 6, 2022 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of September 6, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. September 6, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

September 6, 2022

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: Councilmember/Director Sarno

3. **INVOCATION**

Mayor Pro Tem Zamora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Valerie Bojorquez from the Youth Leadership Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

- The following persons spoke in person during public comment: Timmy Nally, Stella Bastida, and Raymond Reyes.

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

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

Minutes of the August 2, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve the minutes as submitted, by the following vote:

Ayes: Martin, Mora, Zamora, Rodríguez

Nays: None

Absent: Sarno

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

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

Minutes of the July 5, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Martin, Mora, Zamora, Rodríguez

Nays: None

Absent: Sarno

CITY COUNCIL

8. CONSENT AGENDA

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

- a. Minutes of the July 12 and August 2, 2022 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Adopt Resolution No. 9817:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9818:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Authorize the Disposal of Surplus Equipment by Way of Public Auction (Finance)

Recommendation:

- Declare certain City property as surplus and authorize the sale by way of public auction.

- e. Acceptance of State Homeland Security Program (SHSP) Funds for the Purchase of Rope Rescue Equipment from Safeware, Inc (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$54,140.09 and authorize the purchase of Urban Search and

Rescue (US&R) Rope Rescue Equipment and Components.

- f. Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of Two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$57,452.57 and authorize the purchase of two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty from Safe Environment Engineering.

- g. Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of One (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$27,294.54 and authorize the purchase of one (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment.

- h. Go Rio Program AB2766 Funds to Subsidize Bus Passes to City Residents Attending Rio Hondo College – Approval of Agreement (Public Works)

Recommendation:

- Approve the agreement with Rio Hondo College to provide AB2766 Funds for Subsidized Bus Passes through the Fiscal Year 2025; and
- Authorize the City Manager to execute the agreement on behalf of the City.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve Item Nos. 8A through 8H, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nayes: None

Absent: Sarno

OLD BUSINESS

9. Authorize the Implementation of the Home Security Camera Rebate Program (Police Services)

Recommendation:

- Authorize the Implementation of the Home Security Camera Rebate Program; and
- Appropriate \$30,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

Director of Police Services, Dino Torres provided a brief presentation on Item No. 9. He clarified that there is no income requirement for residents who wish to participate, and will be processed on a first come, first serve basis.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to authorize the Implementation of the Home Security Camera Rebate Program, and appropriate \$30,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez
Nayes: None
Absent: Sarno

NEW BUSINESS

10. Approval of the 2023 Art Fest Professional Services Agreement (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2023 SFS Art Fest event.

Family & Human Services Supervisor, Ed Ramirez provided a presentation on Item No. 10.

Councilmember Martin recommended extending the art fee waiver to college students who presented a valid college ID. Council unanimously agreed with the recommendation.

It was moved by Councilmember Mora, seconded by Councilmember Martin, to authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2023 SFS Art Fest event, with Council's recommendation, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez
Nayes: None
Absent: Sarno

11. Adopt Resolution No. 9815 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

Recommendation:

- Adopt Resolution No. 9815 approving changes to the City's Fiscal Year 2022-2023 Salary Schedule.
- Approve the classification specification changes for Mechanic I and Mechanic II.
- Adopt classification specifications for the following positions: Mechanic Assistant, Electrician Assistant, Grounds Maintenance Supervisor, Street Maintenance Supervisor.

Finance and Administrative Services Director, Travis Hickey provided a brief presentation on Item No. 11.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to adopt Resolution No. 9815 approving changes to the City's Fiscal Year 2022-2023 Salary Schedule, approve the classification specification changes for Mechanic I and Mechanic II, and adopt classification specifications for the following positions: Mechanic Assistant, Electrician Assistant, Grounds Maintenance Supervisor, Street Maintenance Supervisor, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez
Nayes: None
Absent: Sarno

12. Approval of Parcel Map No. 82031 - 11212 Norwalk Boulevard (Public Works)

Recommendation:

- Approve Parcel Map No. 82031;
- Find that Parcel Map No. 82031 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 82031.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve Parcel Map No. 82031, find that Parcel Map No. 82031 together with the provisions for its design and improvement, is consistent with the City's General Plan; and authorize the City Engineer and City Clerk to sign Parcel Map No. 82031, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nays: None

Absent: Sarno

13. Water Feature Maintenance Services Agreement – Approval of Agreement (Public Works)

Recommendation:

- Approve Contract with Payless Pool Service Company to provide water feature maintenance services; and
- Authorize the Mayor to execute a Contract with Payless Pool Service Company.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to approve Contract with Payless Pool Service Company to provide water feature maintenance services; and authorize the Mayor to execute a Contract with Payless Pool Service Company, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nays: None

Absent: Sarno

14. Lakeview Park Playground Improvements – Approval of Memorandum of Understanding (Public Works)

Recommendation:

- Approval of Memorandum of Understanding with Little Lake School District; and
- Authorize the Mayor to execute Memorandum of Understanding.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 14. Council and City staff thanked Little Lake City School District for coordinating completion of the project.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve the Memorandum of Understanding with Little Lake City School District, and

authorize the Mayor to execute the Memorandum of Understanding, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nays: None

Absent: Sarno

15. Town Center Hall Plaza Outdoor Lighting – Issue Purchase Order (Public Works)

Recommendation:

- Appropriate \$2,500.00 from General Fund Reserve to 9000 account (9003); and
- Authorize the Director of Purchasing to issue Purchase Order to Direct Lighting Manufacturing LLC in the amount of \$31,426.20 for outdoor plaza lighting.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 15.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to appropriate \$2,500.00 from General Fund Reserve to 9000 account (9003); and authorize the Director of Purchasing to issue Purchase Order to Direct Lighting Manufacturing LLC in the amount of \$31,426.20 for outdoor plaza lighting, by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nays: None

Absent: Sarno

16. PRESENTATIONS

- Proclamation – Proclaiming September 2022, as “National Preparedness Month” (Police Services)
- Introduction of New Santa Fe Springs Department of Fire-Rescue Administrative Assistants (Fire Department)
- Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Fire-Rescue Vehicle, “Truck 811” (Fire Department)
- Presentation from Soledad Enrichment Action

17. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the groundbreaking of the Homeless to Homeowner Groundbreaking Ceremony, adding that Santa Fe Springs residents and veterans will have priority once it opens. He also spoke about attending the ribbon cutting for the new Pic N’ Save in the City.
- Director of Public Works, Noe Negrete provided a brief update on the Santa Fe Springs Park Parking Lot Improvement Project and the Bellows Expansion Leak that is being repaired, recommending residents make an effort to limit outdoor watering for the next two weeks.
- Director of Planning, Wayne Morrell spoke about the trailer storage along the I-5 Freeway and the containers on Caltrans-owned land. Lastly, he spoke about the Relay for Life barbeque event.
- Director of Police Services, Dino Torres provided information on the upcoming Red Ribbon Parade on October 26, 2022.
- Fire Chief, Brent Hayward spoke about the new Fire Engine 811 and also

announced the 2022 Relay for Life Event on September 24, 2022. Lastly, he reported on the Potato Bake Fundraising Event at Fire Headquarters.

- Director of Finance, Travis Hickey spoke about the upcoming Health and Benefits Fair on Thursday, September 15 for City employees.
- Director of Community Services, Maricela Balderas spoke about the following upcoming events: Fiestas Patrias 2022 and the Dia De Los Muertos Sugar Skull Workshop / Community Ofrenda Showcase. She also recapped the Pub Trivia Night Event.

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Rodriguez appointed Adrianne Karnofel to the Family & Human Services Advisory Committee.

19. COUNCIL COMMENTS

Councilmember Mora welcomed new City employees and also thanked the representatives from Soledad Enrichment Action for their presentation. He also spoke about attending several City events.

Councilmember Martin welcomed new City employees and spoke about attending the Pic N' Save ribbon cutting. She also expressed excitement at attending the Fiestas Patrias event.

Mayor Pro Tem Zamora welcomed new City staff and wished Councilmember Mora a Happy Birthday. He promoted the City's cooling centers and commended the Little Lake City School District on the passing of their proposed measure.

Mayor Rodriguez highlighted the Relay for Life luncheons put together by City staff and welcomed the new City employees. She also promoted the cooling centers within the City and thanked Johnny Torres from Soledad Enrichment Action for his presentation.

20. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:39pm.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

October 4, 2022

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9822:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline. Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level. The health order also states that the highly transmissible Omicron BA.2 subvariant is currently the dominant variant in the County.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9822

RESOLUTION NO. 9822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline; and

WHEREAS, Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level; and

WHEREAS, the health order also states that the highly transmissible Omicron

BA.2 subvariant is currently the dominant variant in the County; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 4th day of October 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

October 4, 2022

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9823:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

October 4, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9823

RESOLUTION NO. 9823

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that:

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED:
ITEM NO.:

APPROVED and ADOPTED this 4th day of October 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9D

October 4, 2022

CONSENT AGENDA

Resolution No. 9824 – Establishing the City's Maximum Contribution for Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act

RECOMMENDATION(S)

- Adopt Resolution No. 9824, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

BACKGROUND

The various Memorandum of Understanding (MOUs) between the Santa Fe Springs City Employees Association (SFSCEA), the Santa Fe Springs Executive Management Confidential Association (SFSEMC) and the Santa Fe Springs Firefighters Association (SFSFA) provide for an increase in the maximum amount that the City contributes towards medical insurance for employees and annuitants. During negotiations, it was agreed upon that the medical contribution cap will be adjusted, up or down, for the term of the agreement (Jan, 1, 2022 – Jan 1, 2024) to match the Kaiser family rate (SFSCEA/SFSEMC) or PORAC family rate (SFSFA).

The City contribution to medical premiums for active employees and retirees will be adjusted as follows, effective January 1, 2023:

Santa Fe Springs Executive, Management & Confidential Association and Santa Fe Springs City Employees Association:

From \$1,871.43 to \$1,962.06 per month

Santa Fe Springs Firefighters Association:

From \$1,894.00 to \$2,100.00 per month

Government Code Section 22892 requires that a resolution be adopted fixing this maximum amount of medical coverage.

FISCAL IMPACT

The financial impact of this adjustment has already been incorporated and approved in the FY2022-23 Budget as part of the applied benefits and labor costs.


Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9824

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: September 29, 2022
Department of Finance & Administrative Services

RESOLUTION NO. 9824

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) City of Santa Fe Springs is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Miscellaneous	\$1,962.06	\$1,962.06	\$1,962.06
002 Safety	\$2,100.00	\$2,100.00	\$2,100.00

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of Santa Fe Springs shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Santa Fe Springs would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and

direct, Travis Hickey, Director of Finance and Administrative Services to file with the Board a verified copy of this resolution, and to perform on behalf of City of Santa Fe Springs all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2023.

Adopted at a regular meeting of the City Council at Santa Fe Springs, this 4th day of October 2022.

Signed: _____
Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9E

October 4, 2022

CONSENT AGENDA

Transportation Services Agreement with Whittier Union High School District – Award of Contract

RECOMMENDATION

- Authorize the Mayor to execute the agreement with Whittier Union High School District effective July 1, 2022, through June 30, 2023.

BACKGROUND

Transportation Services coordinates excursion transportation for various City sponsored programs through charter services. In the past, the City had an agreement with Pupil Transportation Cooperative (PTC) to provide transportation services to local area schools. However, the Whittier Union High School District decided to move away from contracting with PTC and now provides transportation services in-house. The district is providing school transportation to these same area schools.

We would like to enter into an agreement with the Whittier Union High School District to provide transportation to schools in Santa Fe Springs to participate in City-sponsored programs like the Red Ribbon Parade and the Every 15 Minutes program. The agreement will provide seamless transportation services, as the drivers are familiar with the students and schools in the district. The buses are certified and inspected to provide transportation for school activity trips.

With the pandemic coming to an end, we anticipate that more programs will return to pre-pandemic participation levels, which will require additional transportation services. Having the agreement with the school district allows the City to provide transportation to more school-aged residents of the City of Santa Fe Springs. Therefore, we are seeking authorization to enter into an agreement with the Whittier Union High School District effective July 1, 2022, through June 30, 2023.

LEGAL REVIEW

The City Attorney has reviewed the Transportation Services Contract Agreement.

FISCAL IMPACT

The Public Works FY 2022-2023 budget includes \$60,000 for Charter Services.

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

Raymond R. Cruz
City Manager

Attachments:

1. Contract Agreement
2. Field Trip Rate Sheet

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: September 29, 2022

CONTRACT AGREEMENT FOR TRANSPORTATION SERVICES

City of Santa Fe Springs

Whittier Union High School District

Both parties mutually agree to the following:

I. SERVICE

- (a) The Whittier Union High School District (WUHSD) shall provide transportation services to the City of Santa Fe Springs (CSFS) as needed to perform extra-curricular and athletic services when the WUHSD's vehicles and personnel are available for hire.
- (b) Sub-contracted services by the WUHSD are not authorized in this Agreement without written consent from CSFS.
- (c) The WUHSD shall not assign or delegate any part of this Agreement without written consent from CSFS.

II. VEHICLES & DRIVER REQUIREMENTS

- (a) The WUHSD shall comply with all the provisions of the California Vehicle Code and rules and regulations pertaining to student transportation established by the California State Department of Education and the California Highway Patrol.
- (b) Drivers must possess a valid California's Driver's License (Class 1 or 2/A or B), a valid medical certificate, and a California Special Driver's Certificate for a school bus or SPAB (School Public Activity Bus) vehicle.
- (c) Prior to departure from the requisitioning school site, CSFS has the right to perform a visual inspection of the vehicle and to inspect the driver's license and certificates for validity to ensure proper compliance with all safety and driver regulations.

III. INSURANCE

- (a) General liability insurance. WUHSD shall maintain commercial general liability insurance with not less than \$1,000,000 for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- (b) Automobile Liability insurance. The WUHSD shall provide the CSFS with a certificate of automobile liability insurance in the amount of not less than \$5,000,000.00 (Five-Million Dollars) combined single limit and naming CSFS as "additional" insured.
- (c) Workers Compensation Insurance. The WUHSD shall provide workers compensation insurance for all its employees who will be performing the contracted service and in the event of injury to any of these employees, the CSFS is not held responsible for any resulting damages.

- (d) The Contractor shall provide the CSFS with a copy of all relevant insurance policies or certificate(s).

IV. TARIFF RATES & INVOICING

- (a) The WUHSD shall provide the CSFS with a current copy of its tariff rates for each type of vehicle. Rate changes shall be mailed to CSFS when available. Additional charges for cancellation; one-time charge, clean-up, etc., should also be included.
- (b) The CSFS will be responsible for payment to the WUHSD.

V. MISCELLANEOUS

- (a) The CSFS has the right to cancel any excursion without liability for breach of contract if the WUHSD does not comply with the conditions as set forth in this Agreement.
- (b) The WUHSD shall indemnify and hold CSFS, its officers, agents, and employees harmless from and defend CSFS against any and all claims or liability for any injury or damage to any person or property when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by WUHSD, its officers, agents or employees.
- (c) The WUHSD shall be considered an independent contractor for the sole purpose of this Agreement and not an employee or agent of the CSFS.

This Agreement shall commence on July 1, 2022 and extend through June 30, 2023.

SIGNED by the authorized representatives of the Contractor and the WUHSD:

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

Whittier Union High School District
9401 S. Painter Avenue
Whittier, CA 90605

By _____

By  _____
Kevin Jamero

Deputy Superintendent

(Type or Print Name)

Date: _____

Board Approved: May 10, 2022
(Continuing Contracts)



WHITTIER UNION HIGH SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

Field Trip Rate Sheet – NON Home to School Districts

July 1, 2022 - June 30, 2023

WEEKDAYS/WEEKNIGHTS

- Minimum flat rate:
\$415.77 (includes 3 hour minimum and first 40 miles)
- Additional hours (in excess of 3 hours)
\$73.64 per hour PLUS \$ 2.09 per mile

WEEKENDS/HOLIDAYS

- Minimum flat rate:
\$472.48 (includes 3 hour minimum and first 40 miles)
- Additional hours (in excess of 3 hours)
\$87.81 per hour PLUS \$ 2.09 per mile

Split trips are charged the minimum flat rate on the drop plus any additional hours and miles and three (3) hour minimum on return plus any additional hours and miles.

Additional Holiday Charge:

There will be an additional assessment of \$21.56 per hour for Holidays.

Cancellation:

If cancellation occurs less than twenty-four (24) hours before a scheduled trip,
any cost incurred by WUHSD for the trip will be charged to partner school.

Mileage will be calculated starting from the initial point of pick up through the final drop off.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

October 4, 2022

OLD BUSINESS

Little Lake Park Parking Lot Improvements – Project Funding Update

RECOMMENDATION

- Provide Staff with direction on how to complete funding for this project and on the scope of work of the project.

BACKGROUND

Assemblymember Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the California Natural Resources Agency to process the collection of grant funding related to the various park improvement projects.

The Little Lake Park Parking Lot Improvements project is located at the corner of Pioneer Blvd and Lakeland Road. The project consists of reconstructing the existing asphalt pavement by full removal and replacement at both parking lots. Additionally, the project includes new curbs, sidewalk paths to and around the perimeter of the parking lots, ADA parking stalls, stormwater infiltration chambers, and LED lighting. The existing north parking lot count has 111 regular parking stalls and 5 ADA parking stalls. The proposed improvements create an additional 5 regular parking stalls and 1 additional parking spot for ambulances. The existing south parking lot count has 103 regular parking stalls and 4 ADA parking stalls. The proposed improvements create an additional 25 regular parking stalls, 1 additional ADA parking stall, and 1 additional parking spot for ambulances.

Bids were opened on June 29, 2022, and a total of three bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was Green Giant Landscape, Inc. of La Habra, with a bid totaling \$1,566,619.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Bid Amount	Audited Bid
1. Green Giant Landscape, Inc.	\$1,566,619.00	\$1,566,619.00
2. Toro Enterprises, Inc.	\$1,605,213.25	\$1,605,213.25
3. All American Asphalt	\$2,308,034.00	\$2,308,034.00

FISCAL IMPACT

The Little Lake Park Parking Lot Improvements Project is an approved California Natural Resources Agency (CNRA) grant-funded project with an original construction budget of \$935,000 and a design budget of \$91,000. Measure W funds can cover the related stormwater construction items up to the amount of \$145,100. The total amount of the grant funding is \$1,171,140.

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: September 29, 2022

Based on the current bids, the project will require an additional appropriation in the amount of \$811,160 to complete the funding for this project.

The total project costs and funding sources are as follows:

Project Expenditures

Item	Budget
Construction	\$ 1,567,000.00
Design	\$ 91,000.00
Engineering	\$ 75,000.00
Inspection	\$ 75,000.00
Contingency	\$ 175,000.00
Total Project Cost	\$ 1,983,000.00

Project Funding Sources

	Amount
Grant Revenue	\$ (1,171,140.00)
Anticipated Expenditures	\$ 1,983,000.00
Budget Shortfall	\$ (811,860.00)

At the May 17, 2022 Council meeting, Council directed staff to contact and negotiate with the City of Norwalk to contribute towards the budget shortfall since Little Lake Park is shared by both cities. Further, Council directed staff to start the negotiations with the following split to cover the shortfall, Norwalk 55% (446,335) and Santa Fe Springs 45% (365,185). Negotiations initially were conducted with the City of Norwalk Public Works staff. Then the negotiations were elevated to their City Manager. After much discussion, the item was presented to the Norwalk City Council on September 20, 2022, see attached Norwalk agenda report. The Council voted not to contribute any funds to the Little Lake Park Parking Lot Improvements at this time, but will discuss at their mid-year budget review.

Based on the City of Norwalk not willing to contribute any funds for the project at this time, staff has recommended two options for Council to consider.

Option 1

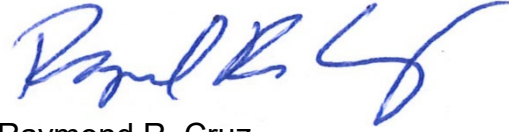
Continue with the project as-is, and appropriate funding in the amount of \$811,160 from the Capital Improvement Plan (CIP) / Utility Users Tax (UUT) Fund to complete funding for the project.

Option 2

Reject the bids and revise the scope of work to stay within the original grant amount and re-bid the project. Staff will revisit the need for storm drain and lighting improvements at each parking lot to reduce the costs. In addition, the pavement structural section will be re-examined in order to reduce the project costs.

INFRASTRUCTURE IMPACT

The Little Lake Park Parking Lot Improvements projects will improve the condition of the existing parking lot pavement, enhance traffic circulation, provide better lighting, and increase the number of parking stalls.



Raymond R. Cruz
City Manager

Attachments:

1. City of Norwalk Agenda Report 9/20/2022



City Council Agenda Report
September 20, 2022

TO: Honorable City Council

FROM: Jesus M. Gomez, City Manager

BY: Glen W. C. Kau, P.E., Director of Public Services/City Engineer
Christine Roberto, Public Services Manager

**SUBJECT: LITTLE LAKE PARK PARKING LOTS IMPROVEMENT PROJECT –
REQUEST FOR FUNDING**

Background:

The City of Santa Fe Springs is in the final stages of approval for improvements to both of the parking lots at Little Lake Park. The project will include new pavement, upgrade of parking lot lighting, revised striping pattern to provide additional parking spaces, installation of concrete sidewalks and curbs, new drainage gutters, and installation of underground water infiltration basins.

The project is partially funded with a California Natural Resources Agency (CNRA) grant, as well as Measure W storm water funds. The overall project cost exceeds available funding and the City of Santa Fe Springs is requesting that the City of Norwalk provide funding to cover a portion of the shortfall.

Little Lake Park Parking Lot Improvement Project Cost:	\$1,982,659
Construction	\$1,566,619
Design	\$ 91,040
Engineering	\$ 75,000
Inspection	\$ 75,000
Contingency	\$ 175,000
CNRA Grant funding:	\$1,026,040
Measure W funding:	<u>\$ 145,100</u>
Funding available:	\$1,171,140
Project Shortfall:	(\$ 811,519)
Requested Percent Share to cover shortfall:	
City of Norwalk – 55%	\$446,335.45
City of Santa Fe Springs – 45%	\$365,183.55

**City Council
Little Lake Park Parking Lot Improvement Project
Request for Funding**

**September 20, 2022
Page No. 2**

The City of Norwalk utilizes Little Lake Park for a softball league and a soccer league. The City reimburses the City of Santa Fe Springs 50% of the maintenance costs for Little Lake Park for use of the fields. The annual budget is approximately \$175,000, which includes staff time, supplies, utilities, contract services, \$250 monthly for equipment usage, and \$2,500 monthly for Recreation programming.

Prior to COVID-19, Norwalk field reservations were Monday through Thursday from 5:00 p.m. to 9:30 p.m., for two of the four available fields, during springtime - approximately five months from February through June. With COVID-19 restrictions now lifted, Norwalk field reservations are in place utilizing all four of the fields from 5:00 p.m. to 9:00 p.m. in the springtime for both softball and soccer, and two of the fields will be used in the fall for soccer only, Monday through Thursday from 5:00 p.m. – 9:00 p.m.

Fiscal Impact:

The Fiscal Year 2022/23 budget includes \$175,000 for 50% maintenance of Little Lake Park. The Park Renovation Fund unencumbered balance available is \$27,520.

Citizens Advised: N/A

Strategic Plan 2021 Implementation:

The recommended action will further the City's Strategic Plan Goal 2: Enhance Maintenance and Beautification Practices.

Recommended Action:

Staff recommends City Council provide direction on providing funds for the Little Lake Parking Lots Improvement Project.

Attachment: N/A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

October 4, 2022

NEW BUSINESS

Approval of Request for Proposal (RFP) for Document Imaging Services

RECOMMENDATION(S)

- Authorize the City Clerk's Office to move forward with the proposed RFP for Document Imaging Services.

BACKGROUND

The City Clerk's Office is responsible for managing all the City's official records including retention and disposition. The City Clerk's Office receives approximately 400 Public Records Act request on a yearly basis. Most of the request received relate to Planning and Fire records. The majority of records are currently not scanned and stored off-site or on-site in boxes/cabinets. Retrieving records can cost the City up to \$2,000 a month, not including the cost to store the records off-site. In addition, takes staff time to locate records, especially if the records are not available in digital format where they can search by keyword. Staff typically has to go through files to locate one piece of record, some in which are beginning to deteriorate due to the age of the document.

In 2012, the City purchased an electronic management software called Laserfiche. Over the years part-time staff from all departments scanned records, however due to the high turnaround of part-time staff this project was never completed and no quality control (QC) was ever conducted on any records scanned. In addition, the majority of historical records are deteriorating, some of them are also fading due to the amount of years it has been stored and are no longer legible. These records include City ordinances, maps, plans, building records, and more. As the number of documents being stored grows, the City runs out of room, costing the City additional to store records off site and retrieve them.

Electronic document imaging would create a more efficient and effective method of record retrieval which is currently not available at the City. With Laserfiche, the City could make city records available for public viewing via the City's website; however, this step would take place after all records are digitized. This initial phase would serve as a foundation for future electronic document management citywide.

In planning for the next phase of the City's records management program, it would be prudent for the City to explore its options as thoroughly as possible through a Request for Proposal (RFP) process. The selection of the right document imaging services vendor is imperative considering the potential investment in the project and the long lasting effects it will have on the organization.



City of Santa Fe Springs

City Council Meeting

October 4, 2022

Specifically, the city seeks a vendor that will:

- 1) Retrieve existing files from City offices in order to scan and digitalize the files based upon the specifications identified.
- 2) Once digitalized, the vendor will index the files and coordinate the uploading of the files to the City's document management system "Laserfiche".

Staff anticipates being able to make a recommendation to the City Council to award a contract no later than later December 2022.

FISCAL IMPACT

Funding for the Document Imaging project was approved and included in the 2022-2023 Fiscal Year Budget. The amount budgeted for these services is \$70,000.

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

Raymond R. Cruz
City Manager

Attachment:

1. Request for Proposals (RFP)

**City of Santa Fe Springs
City Clerk's Office**



REQUEST FOR PROPOSAL (RFP)

DOCUMENT IMAGING AND QUALITY CONTROL SERVICES

October 2022

INTRODUCTION

The City of Santa Fe Springs ("City"), has documents stored on site and off site with Certified a Records storage company. Records at both locations are starting to deteriorate due to the age of the documents. The City has attempted to scan a few documents, however, has not had the proper equipment, training, staff or time to conduct quality control and continue to scan the remaining documents. The City currently has an electronic management system Laserfiche that allows us to store and search records. Therefore, the City is seeking to complete the scan of citywide documents and have them stored in our Laserfiche.

SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Santa Fe Springs ("City"), is soliciting proposals from highly-qualified vendors to provide document imaging services for:

- Planning Department
- Building Division
- Fire Department
- Public Works
- City Clerk's Office
- Finance Department
- All City Departments on an as-needed basis

Currently there is no policy in place that identify scanned records as true and exact copies of original. All records scanned need to be returned to its original location.

LIST OF APPROXIMATE RECORDS

DEPARTMENT/LOCATION	TYPE OF RECORD	APPROX. #
Fire	Inspection Reports, Pictures, etc. (8 ½ 11 Size Paper) Flat and Folded plans Rolled plans Large Digital Photos	30 Filings Cabinets Banker Boxes 12 1/2H x 16 5/16W x 10 1/2D 4-Drawer vertical file cabinet 52H x 18W x 26.5D
Public Works	Flat and folded City plans 4 x 3 ft Project files Misc. Doc. In 3- Ring Binders Minute Books Misc. Records in Banker Boxes	13 Filing Cabinets 4-Drawer filing cabinets
Planning	Flat and Folded plans Rolled plans Large Digital Photos Misc. Records in Banker Boxes	38 Filings Cabinets 4-Drawer Filing Cabinets 3-Drawer Filing Cabinets
City Clerk	Resolutions in 3- Ring Binders Deeds, Ordinances (Legal Size Paper) Misc. Records in Banker Boxes Records in Minute Books	7 Filing Cabinets 4-Drawer Filing Cabinet
Finance	8 ½ X 11 Size Records (Business License documents & other misc.) 3-Ring Binders of Bonds Microfiche Payroll records	One Filing Cabinet 4-Drawer Filing Cabinet 5 Binders
All Departments Records Stored Off-Site	8 ½ X 11 Size Records Legal Size Paper Flat and Folded plans Rolled plans	2,000 + Records In Banker Boxes

FIRE DEPARTMENT



PUBLIC WORKS DEPARTMENT



PLANNING DEPARTMENT



CITY CLERK'S OFFICE



File Folders may contain flat and folded documents of varying sizes and large format drawing/plan rolls will vary in size from under an inch to 12" or more in diameter. Proposers may assume that most paper records are in good condition.

The following criteria must be met:

Standards

- Any and all City documents in the possession of the proposer must be stored in a climate controlled safe and secure location.
- The city must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours.
- All scanning, indexing and Quality Assurance ("QA") must be performed in California.
- Resolution – 600dpi
- File type Single or Multi Page – PDF, TIFF, JPEG
- Duplex scan documents to capture both front and back of document where needed
- Images must be oriented correctly for viewing
- Image Clean-up: the scanned document should be de-skewed and de-speckled, blank pages and black borders removed and background suppression where the image will be enhanced by such processes
- Manual image quality adjustments and QA of every image for clarity, quality, cut-offs or compression errors
- Documents indexed with up to 10 fields. Indexing sources may include scan sheets, file folders, and/or image verification
- Indexing and image information in XML and CSV format (documentation and sample available upon request)
- All scan dimensions must be the same size as the original document
- Images are to be provided on an archival quality DVD that cannot be altered or changed
- OCR all content with guarantee of 99.5% accuracy on images

Quality Control

The City's expectation is for a high level of quality control for images and indexing. Contractor's quality control measures shall meet the following criteria for all images:

- Images are of the same or better quality than the original
- All documents are to be scanned in the same order they exist in paper form
- All images are accurately labeled and indexed
- Visual inspection of each image, making quality adjustments as needed
- The City shall perform a QA of images and associated indexing. If the City discovers unacceptable images, the Contractor, at no additional cost to the City will correct all such unacceptable images.

Pickup/Return of Documents

- Contractor must provide a “pickup slip” or other document as proof of pick-up, to be signed by the Contractor staff and City staff
- Contractor must pick-up and return original documents in its original state (stapled, bound, rolled, etc.). The City is willing to discuss a process of retaining the images as the original document and having the hardcopy files destroyed after the requirements set by state law are met. With this process, re-assembly of documents would not be required.
- Unless specified otherwise, the contractor must return original documents after scanning, and provide a “return slip” or other document as proof of return, to be signed by the Contractor staff and City staff. Outside of returned boxes scanned must be clearly marked “Scanned” and the date scanning was completed.
- Standard expected turnaround time is three weeks.
- Boxes that have been scanned shall be clearly marked “Scanned” and the date scanning was completed on the outside of the returned boxes.

Scanning Process

- Contractor is to provide a test run prior to commencing project. Test sample size is to be determined. Project will not continue until City has signed off quality and job performance of test.
- Contractor is to enhance any “low quality” images that are determined, by the contractor, to have enough quality to produce a readable digital image.
- Contractor to add an image stating “Poor Quality Original” to any image that contains unreadable text or graphics. Stamp is only to be used after 2 scan attempts to improve quality and is not to be used as a substitute for thorough and accurate scanning. If this is necessary, the contractor must relay this to the City.

Delivery of Images

- Delivered images will be a format that can be imported directly into Laserfiche, including any indexing, metadata, and OCR text. The documents should require no post processing by the City other than the importing of the data.
- Provide images on an archival CD/DVD that cannot be altered or changed
- Deliver images in agreed upon format and within agreed upon timelines
- Provide report of documents scanned

Term of Agreement

- A. Completion of this project will be no later than **April 1, 2023**. However, the City may grant additional hours for services related to this project.

GENERAL TERMS AND CONDITIONS

PROPOSALS SUBMITTALS

Proposals must be received by **Wednesday, November 9, 2022, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances. Proposals Submittals will be received electronically via email.

The RFP shall include the following:

- Cover sheet stating the following:
 - Company/Vendor Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date
- Vendor's resume
- Cost Proposal Sheet
- Three references

All proposals must contain an original signature by an authorized officer of the company.

POINT OF CONTACT

This RFP is issued by the City Clerk's office and will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communication initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiry or request during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Santa Fe Springs
Attention: Janet Martinez, City Clerk
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511
Email: janetmartinez@santafesprings.org

PROPOSAL EVALUATION

- Qualifications and experience
- Methodology should include the steps taken by the contractor to ensure all documents are tracked, scanned, indexed and quality checked to the City standards, and seamlessly integrated into Laserfiche
- Demonstrated understanding of the services requested
- Cost

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within 30 days. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful Vendor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between Vendor and the City.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the

**City of Santa Fe Springs
Attn: City Clerk's Office
11710 Telegraph Road
Santa Fe Springs, CA 90670**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Service described in this RFP.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Vendor whose proposal, conforming to the requirements of the RFP, is determined to be the lowest responsible bidder ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- Accept all or any part of the proposal;
- Reject any or all Proposals for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the Agreement as the interest of the City may require;
- Cancel the entire RFP; or
- Issue subsequent RFP's.

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposal or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any proposal or portion thereof where such disclosure is required by law.

COMPANY PERSONNEL

It shall be the burden of the successful Vendor to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Vendor. Personnel shall not be employees of or have any contractual relationship with the City. Successful Vendor's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of the contract. All sub-Vendors of successful Vendor shall abide by all the requirements outlined in this section.

EXHIBIT A
REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

EXHIBIT B
AGREEMENT

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

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [sole proprietorship/partnership/limited liability partnership/corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [Insert date] and shall remain and continue in effect until the services described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

[The City Manager] or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

dollars (\$__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by [the City Manager] or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount

of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole

expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attention:

To Consultant: _____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement

and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. SERVICES SCHEDULED/TIME OF COMPLETION

[Note: This section is optional and should be included only when the project is particularly time-sensitive.]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code section 53069.85 and that each party hereto is familiar with and understands the obligations of Section 53069.85.

22. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

23. NON-EXCLUSIVE AGREEMENT

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

24. ATTORNEYS' FEES

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

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

25. CONSTRUCTION

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

26. WAIVER

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

27. SEVERABILITY

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

28. COUNTERPARTS

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

30. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONSULTANT

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Services
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
SERVICES

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

[Note: Verify minimum limit for each coverage with Risk Manager.]

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

October 4, 2022

NEW BUSINESS

Batting Cage Facility Concession Agreement

RECOMMENDATION

- Provide Staff with direction on how to proceed with Batting Cage Facility Concession Management.

BACKGROUND

The City Council, at their meeting on January 8, 2015, entered into a Concessions Agreement with Henry Hernandez for the operation of the City's Batting Cages Facility located at Little Lake Park.

The original concession agreement term with Mr. Hernandez was five years, with two one-year extensions totaling seven years. Mr. Hernandez has contributed extensive time, money, and labor to the restoration of the batting cages per the terms of the agreement. The current concession agreement expires on January 8, 2023.

Staff has spoken with Mr. Hernandez, and he is eager to enter into another five-year agreement with two one-year extensions. He also stated that should the agreement be renewed, he will invest approximately \$90,000 to purchase new pitching machines to replace the current dilapidated pitching machines.

Staff requires direction from council, and recommends two options.

Option 1:

Negotiate a contract renewal with current vendor and bring back to council.

Option 2:

Issue Request for Proposal Bids to solicit other vendors to operate the City's batting cages.

INFRASTRUCTURE IMPACT

Mr. Hernandez and his staff will continue to maintain the facility through regular preventative and necessary maintenance of the pitching equipment. The painting of perimeter fencing, benches, office buildings, and cleaning of the common area. Additionally, he installed security cameras to provide 24-hour, year-round surveillance to the facility. The combined efforts will ensure an operational, clean, and safe facility for the public to use.

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

Raymond R. Cruz
City Manager

Attachments:

1. Agreement

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: September 29, 2022



CONCESSION AGREEMENT WITH
HENRY HERNANDEZ FOR THE
OPERATION OF THE CITY'S
BATTING CAGES FACILITY

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CONCESSION AGREEMENT

The Concession AGREEMENT ("AGREEMENT") between Mr. Henry Hernandez and the City of Santa Fe Springs is made and entered into as of Jan. 8, 2015 ("the EFFECTIVE DATE"), in Santa Fe Springs, California, by and between the City of Santa Fe Springs, a Municipal Corporation ("CITY"), and Mr. Henry Hernandez ("CONCESSIONAIRE").

RECITALS

The CITY has one batting cages facility with nine (9) batting cages, three (3) "bullpens" for pitching and hitting instruction, one office building, and associated public areas.

CONCESSIONAIRE wishes to operate this facility, including the batting cages, both slow and fast pitch, provide baseball and softball instruction, and for the sale of baseball and softball-related merchandise.

The CITY is willing to contract with CONCESSIONAIRE for services and use of the premises subject to the terms of the AGREEMENT.

AGREEMENT

1. PREMISES

A. Delivery of Premises.

1) CITY delivers, and CONCESSIONAIRE accepts this AGREEMENT for use of the premises described in Exhibit "A", subject to the terms and conditions of this AGREEMENT. The purpose of this AGREEMENT is to provide for the operation of the batting cages facility located at Little Lake Park, 10900 Pioneer Boulevard, Santa Fe Springs, CA 90670, for the general public. The public will be authorized the use of and ingress and egress across all the premises and also to buildings and facilities subject to reasonable restrictions and conditions.

2. TERM AND OPTION

A. Term.

The term of this AGREEMENT is from the EFFECTIVE DATE of this AGREEMENT and shall continue for a term of five (5) years.

B. Period of Extension.

CITY may, at CITY's option, extend the term of this AGREEMENT for an additional year for a maximum of two extensions, subject to the provisions of the AGREEMENT.

C. Conditions for Exercise.

CITY's right to exercise an option to extend, is subject to the following conditions precedent:

1) CITY must give CONCESSIONAIRE thirty (30) day's notice prior to the expiration of the term of CITY's option to extend the term of the AGREEMENT for an additional year.

2) CONCESSIONAIRE must not be in default under any provision of this AGREEMENT at the time notice of exercise is given or on the last day of the term.

3. NATURE OF CONCESSION

From and after the EFFECTIVE DATE of this AGREEMENT, CITY releases to CONCESSIONAIRE the premises and CONCESSIONAIRE accepts the premises, and agrees to comply with all the following conditions:

A. Hours of Operation.

CONCESSIONAIRE must at all times maintain a written schedule delineating the operating hours of the batting cages facility. The hours of operation must comply with Exhibit "C".

B. Rent.

The CONCESSIONAIRE will pay a rent of \$1 (US) for the first three (3) years. After the third year, CONCESSIONAIRE will pay a monthly rent of nine percent (9%) of the gross receipts each month from all business conducted on the premises, including batting cage rentals, group and private instruction, merchandise sales and service, and approved vending sales.

C. Capital Improvements.

The CONCESSIONAIRE agrees to make the following capital improvements at its own expense and, in some instances when the improvements are a shared expense by both the CITY and CONCESSIONAIRE, by paying a majority of the cost associated with the improvement. The following identifies the

capital improvements needed and that will be conducted by the CONCESSIONAIRE:

- 1) Install new wheels on all pitching machines (total 28)
- 2) Install two new motors for pitching machines
- 3) Install four new feeders with motors
- 4) Install nine new pinch rollers
- 5) Paint pitching machines and canopy pole red
- 6) New balls for all cages (108 dozen)
- 7) New rental bats and helmets
- 8) Replace home plate mats (total 11)
- 9) Install new safety signage, including cage numbers and rules
- 10) Paint wrought iron fence around perimeter
- 11) Install computerized point-of-sale system
- 12) Install new security cameras
- 13) Install four monitors for viewing of televised games
- 14) Clean-up facility (removal of accumulated trash, leaves, etc.)
- 15) Install vending machine(s) for drinks and snacks (upon approval of the Director of Community Services in accordance with item "J" in this section)

D. Operation of Facilities.

CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed batting cages facilities and practice facilities of similar type in the Greater Los Angeles vicinity.

E. Personnel.

CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE's operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

F. Appearance of Personnel.

CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient, and neat in appearance at all times.

G. Review of Personnel.

CONCESSIONAIRE must maintain a close check of attendants and employees to ensure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.

H. Cost of Operation.

CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, telephone/internet access, custodial, minor building and facility maintenance (under \$500 per incident) and upkeep.

I. Common Area.

CITY will maintain the common area outside the batting cages, including the restrooms, walkway, walkway lighting, and landscaping.

J. Coordination of Concessions.

CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility. CONCESSIONAIRE must obtain the approval of the Director of Community Services prior to the installation any vending machine(s) on the premises. If approval is granted by the Director of Community Services, the installation and maintenance of aforementioned vending machine(s) will be done at the cost of CONCESSIONAIRE.

K. Publicity and Programs.

CONCESSIONAIRE must assume all costs and responsibility for publicity and programs excluding the CITY website, quarterly activity brochure, and newsletter.

L. Prices.

A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public must be fair and reasonable, based upon the following considerations:

- 1) CITY's primary purpose for entering into this AGREEMENT is to promote development of, and make available, recreational facilities and services for the benefit of the public; and
- 2) CONCESSIONAIRE will be entitled to charge prices for the goods, accommodations, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged but other competing and/or comparable businesses in the greater Los Angeles vicinity provided, however, that charges for the use of the batting cages and practice facilities must comply with Exhibit "C".

4. INDEPENDENT CONTRACTOR

In its performance hereunder, CONCESSIONAIRE shall at all times be deemed an independent contractor and not an agent or employee of the CITY. CONCESSIONAIRE, its employees, agents, subcontractors, and volunteers shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power and/or authority.

5. INSURANCE

A. CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain, at his own expense, a policy or policies of insurance that will insure and indemnify CITY, the City Council, both present and future, and each member thereof, and every officer, employee, and member of Commissions, Advisory Committees, and Boards of the CITY against liability or financial loss resulting from injury occurring to persons and property in or about the property in or about the property by reason of the use and occupation by CONCESSIONAIRE or by any other person or persons on the property in an amount not less than \$1,000,000 combined single limit bodily injury and property damage each damage or occurrence.

B. The CONCESSIONAIRE must maintain Worker's Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

C. The policy will be the primary coverage for CONCESSIONAIRE and additional insureds.

D. The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.

E. The policy must provide insurance in the aforementioned amount on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.

F. The CITY, the City Council and each member thereof, present and future, and every officer, agent and employee of the CITY and every member of its Commissions, Advisory Committees, and Boards must be named as additional insureds on the policies. The policy must be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or better. The policy must provide that the insurance coverage will not be canceled or reduced by the insurance carrier without the CITY having been given thirty (30) days prior written notice by the carrier. CONCESSIONAIRE agrees that it will not cancel or reduce insurance coverage without CITY having been given thirty (30) days prior written notice by CONCESSIONAIRE.

G. At all times during the term of this AGREEMENT, CONCESSIONAIRE must maintain on file with the CITY, a certificate of the insurance carrier or carriers showing that the insurance is in effect in the amount required above. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

6. IDEMNITY

CONCESSIONAIRE will indemnify, defend (by legal counsel reasonably acceptable to the City Attorney), and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees, and every member of its Commissions, Advisory Committees, and Boards, from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, personal injury, death, or property loss or damage arising from or related to acts or omissions of CONCESSIONAIRE, his employees, agents, invitees, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees, or agents.

7. SITE PREPARATION

A. On the Part of the CITY

The CITY agrees to complete the following modifications to the facility to allow full use of the facility by the CONCESSIONAIRE:

- 1) Since it is cost prohibitive to install a separate Southern California Edison electric meter, CITY engineering staff will install a meter monitoring device, allowing the CITY to calculate how much electricity the CONCESSIONAIRE is using monthly.
- 2) Install new canopy netting and netting for all cages.
- 3) New bulbs and ballasts for the batting cages facility's outside lights.
- 4) The cost of the CITY's portion to prepare site for CONCESSIONAIRE to take possession shall not exceed \$25,000.

8. ALTERATIONS AND IMPROVEMENTS

A. Cost of Alterations and Improvements.

Any alterations and improvements than those listed above will be done at CONCESSIONAIRE's sole cost and expense.

B. Construction Approval.

CONCESSIONAIRE may not construct any building, structure, or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Community Services, the Director of Planning, the Director of Public Works, and the City Council.

C. Standards.

1. Any construction must be done in accordance with CITY's Building Code and must be constructed of all new or commercially-acceptable material, as approved by the CITY.
2. CONCESSIONAIRE must obtain building permits from the Director of Planning as required by the CITY's Code of Ordinances.
3. CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary approved by the Director of Community Services and deliver to the Department of Planning one

complete set as approved by all government agencies of the CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency of the CITY in connection with the application for permit approval. After the final plans and specifications have been approved by the Department of Planning, no changes will be made without the prior written approval of the City Council. Any work that does not comply with the approval final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE's cost and expense.

4. CONCESSIONAIRE must notify the City Manager of CONCESSIONAIRE's intention to commence construction or bring any building materials onto the premises. The CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

D. Changes and Alterations.

All Changes and alterations will be of such a character that, when completed, the value and utility of the building, structure, or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

E. Workmanlike Manner.

All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

F. Improvements.

CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of the CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

G. Further Acts.

The CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject the CITY's fee interest in the premises to easements for the installation, maintenance, repair, and replacement of normal utilities to service the premises; provided, however that the CITY will incur no out-of-pocket costs, liabilities, obligations, or expenses as a

result of the granting for the installation, maintenance, repair, or replacement of utilities during the term of this AGREEMENT.

H. Payment for Utility Services.

CONCESSIONAIRE must pay all charges for electricity and telephone services. All utility services must be billed in the CONCESSIONAIRE's name.

I. Damage to or Destruction of Improvements.

In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approve by the Director of Community Services.

9. **LIENS**

A. Payment of Liens.

Subject to CONCESSIONAIRE's right to contest the same as provided in this paragraph 11, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics, laborers, material men, contractors, subcontractors, or similar charges, and all other charges whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed , or as a result of any work performed on the premises by the CONCESSIONAIRE or any of CONCESSIONAIRE's agents, employees, or contractors prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY's employees or agents.

B. No Agency.

CONCESSIONAIRE is not in any respect an agent of the CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of the CITY in or to reversionary interest of the CITY in the premises or the improvements thereon.

C. Discharge of Liens

If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by the CONCESSIONAIRE's conduct,

CONCESSIONAIRE must cause the same to be discharged of record within ninety (90) days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to the CITY a bond in an amount and issued by a surety company satisfactory to the CITY, securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

D. Contest of Liens.

CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish the CITY with a bond in an amount and issued by a surety company satisfactory to the CITY securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against the CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE's conduct.

E. Failure to Discharge.

In the event of CONCESSIONAIRE's failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety (90) day period, or to pay and satisfy any judgment, the CITY may, but is not obligated to, pay the amount inclusive of any interest and any costs assessed against CONCESSIONAIRE on the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

F. CITY Warranty.

CITY warrants to CONCESSIONAIRE that at the time of the execution of this AGREEMENT, there are no mechanics', laborers', material men's, contractors', subcontractors', or similar charges upon the premises.

10. SAFETY REQUIREMENTS AND OPERATIONS

A. Safety Hazards.

All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to, or connected with CONCESSIONAIRE's performance under this AGREEMENT.

B. Hazard Free Premises.

CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE's operations, must be reported to the CITY as soon as reasonably possible.

11. **MAINTENANCE AND REPAIR**

A. Preservation of Premises.

CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean, and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to reduce as much as is reasonably able to, considering the nature and extent of CONCESSIONAIRE's operations, the emanating from the premises of noise, vibration, movements of air, fumes, and odors so as not to interfere unreasonably with the use of other adjoining premises.

B. Inspection.

CITY, by its officers, employees, agents, representatives, and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

C. Corrections.

If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two (72) hours after being notified in writing to do so by the CITY, the CITY has the right, but not the obligation, to enter the premises and remedy the condition or conditions and charge the cost to the CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, the CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. The CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

D. Maintenance.

CONCESSIONAIRE must paint, clean, and reasonably preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, and work areas on the premises.

12. TITLE

A. Surrender of Possession.

At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to the CITY, and all structures and other improvements must remain.

B. Removal.

No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

C. Personal Property.

Any and all personal property, not attached to or installed in any building, structure, or other improvement that CONCESSIONAIRE places in, upon, or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between the CITY and CONCESSIONAIRE, be and remain the personal property of the CONCESSIONAIRE.

D. Utility Fixtures.

Notwithstanding any terms to the contrary contained in this Section, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure, or improvement in which it is installed, no Utility Fixture may be removed from any buildings, structures, or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of the City Council, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

13. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE may not sublet all or any part of the premises, or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of the City Council. The giving of any consent will not be a waiver of any right to object

to further or future assignments or subleases, consent to which must be first obtained in writing from the City Council. Any assignment of this AGREEMENT to an assignee approved by the CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless the CITY expressly and in writing releases the assignor, assignor will remain fully liable under the AGREEMENT during the entire unexpired term. The CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment, or transfer submitted by CONCESSIONAIRE.

14. COMPLIANCE WITH LAW

A. Operation.

CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-leases, permittees, licensees, assignees, and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state, and local laws, ordinances, and rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Santa Fe Springs, the County of Los Angeles, the State of California, and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Santa Fe Springs, and all rules and regulations adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

B. Correction.

If, however, any default cannot be physically corrected within thirty (30) days, and if the party in default has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default.

C. Notice of Default.

CITY will not be under any obligation to mail deliver, or serve any notice under this section to any person other than the CONCESSIONAIRE.

15. TERMINATION

Either party (CITY or CONCESSIONAIRE) may terminate this agreement, for any reason, upon thirty (30) days written notice to the respective person identified in this AGREEMENT. Additionally, the CITY may terminate this AGREEMENT for cause. "Cause" is defined as a violation of this AGREEMENT or of any City, State, or Federal law. If the CITY finds that it has cause to terminate the AGREEMENT, the CITY shall deliver written notice of such violation(s) to CONCESSIONAIRE. The CONCESSIONAIRE shall have the time, as identified in Section 14 (B), to cure the

violation(s). If CONCESSIONAIRE does not cure the violation, the CITY shall deliver a notice of termination to CONCESSIONAIRE.

16. NOTICES

A. All notices, requests, demands, or other communications under this AGREEMENT must be in writing. Notice will be sufficiently given for all purposes as follows:

- 1) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
- 2) First-class Mail. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- 3) Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- 4) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5) Facsimile Transmission. When sent by facsimile transmission ("fax") to the last fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (1) a duplicate copy of the notice is given by first-class or certified mail or by overnight delivery, or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

<u>CONCESSIONAIRE:</u>	<u>CITY:</u>
Mr. Henry Hernandez 1020 S. Cypress, Suite "A" La Habra, CA 90631 Fax: (714) 773-4304	City of Santa Fe Springs Attn: Director of Community Services 9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670 Fax: (562) 695-8620

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Any party may change its address its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT.

17. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

18. APPROVALS BY THE CITY

No consent, approval, or satisfaction of the CITY, and no waiver by the CITY of any provision will be effective unless in writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for the CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of the CITY or any agent or employee of the CITY. Similarly, unless expressly provided, no approval, consent, or other action taken by the CITY under or pursuant to this AGREEMENT will in any way restrict or diminish the rights, powers, or jurisdiction of the CITY, its City Council, its Commissions, and other agencies with respect to the governance of the premises and all improvements, business, and activities located on or conducted on the premises.

19. NOTICES

A. Exclusive.

No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated, but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

B. Covenant and Condition.

Each provision will be deemed both a covenant and condition.

C. Time and Essence.

Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

D. Paragraph Headings.

The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify, or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

E. Severability.

If any part of this AGREEMENT is found to be in conflict with applicable law, that part will be inoperative, null and void insofar as it is in conflict with the law, but the remainder of the AGREEMENT will remain in full force and effect.

F. Consent or Approval.

In the event any provision under this AGREEMENT requires or anticipates that either party make judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

G. Jurisdiction.

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in Los Angeles County, California.

H. Security.

CONCESSIONAIRE hereby acknowledges that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees, agents, invitees, customers, and property from acts of third parties.

I. Relationship.

Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the CITY and CONCESSIONAIRE or any other relationship other than Grantor and CONCESSIONAIRE.

J. Attorney's Fees.

If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will

be entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

K. Complete Understanding.

This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal AGREEMENTS or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

L. Further Assurances.

CONCESSIONAIRE and CITY will execute any and all additional papers, documents, and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to the AGREEMENT in a timely manner.


M. Force Majeure.

If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

N. Exhibits.

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on
the date first written above.


By 

Juanita Trujillo
Mayor of the City of Santa Fe Springs




Henry Hernandez
Concessionaire

ATTEST:



Anita Jimenez, CMC
City Clerk

APPROVED AS TO FORM:



Steve Skolnik
City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Facilities

The CONCESSIONAIRE will manage and administer the CITY’s batting cages facility at Little Lake Park located at 10900 Pioneer Boulevard, Santa Fe Springs, CA at the north end of the park, adjacent the parking lot just east of Pioneer Boulevard. The batting cages opened in 1994 and has nine (9) batting stations. Five (5) stations have dual pitching machines, which allows the batter a choice of baseballs or softballs; two (2) stations are for solely fast pitch baseball and the remaining two (2) stations are fast pitch softball. Adjacent to the cages is a pitching and hitting area with three (3) separated bull pen areas that are ideal for private lessons. There is also an office building on the premises.

Maintenance

The CONCESSIONAIRE will maintain and perform all repairs to the facility, including maintenance of pitching machines, netting, timers, and lighting and will perform basic maintenance to the facility including walkways and seating areas, as well as trash removal.

Marketing

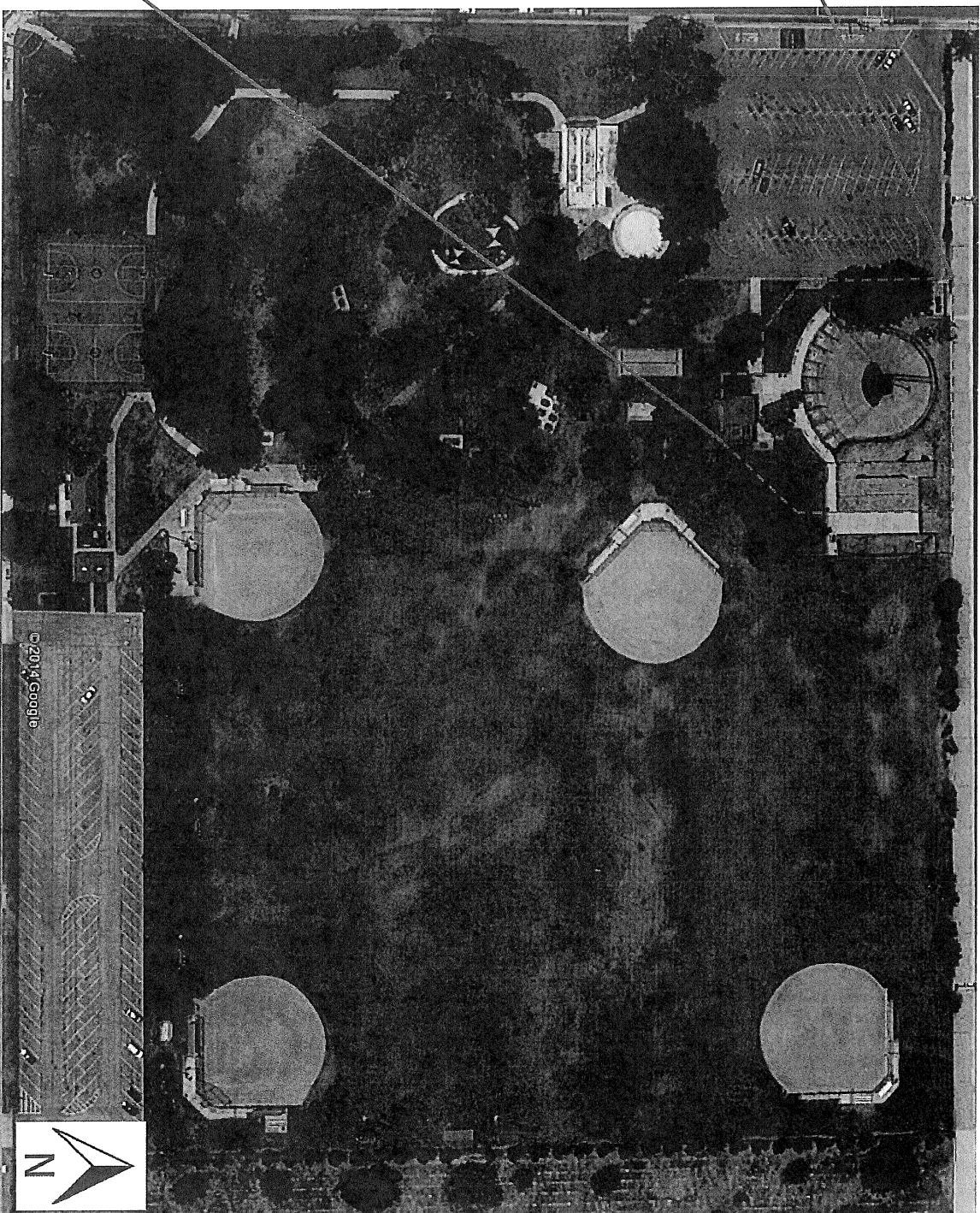
The CONCESSIONAIRE is responsible for the marketing of its programs and facility and all costs associated with said marketing, with the exception of the City’s Quarterly Activities, Class Schedule & Programs Guide. CONCESSIONAIRE will be notified of the due dates for all information contained in the Quarterly Guide, and will be expected to submit information as required to meet the CITY’s publication schedule.

Capital Improvements

CONCESSIONAIRE is responsible for performing the following Capital Improvements to the batting cages facility at an estimated cost of \$74,259:

- Install new wheels on pitching machines
- Install two (2) new motors for pitching machines
- Install four (4) new feeders with motors
- Install nine (9) pinch rollers
- Paint pitching machines, canopy tent, and wrought iron fence
- Replacement balls, bats, and batting helmets
- Replacement of batting cage signage, including cage numbers and rules.

Exhibit "B"



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EXHIBIT “C” – PERFORMANCE OF SERVICES

Performance:

The Concessionaire shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

Days and Hours of Operation:

DAY	HOURS OF OPERATION
Monday – Thursday	12:00 p.m. – 9:30 p.m.
Friday	12:00 p.m. – 10:00 p.m.
Saturday	9:00 a.m. – 7:00 p.m.
Sunday	10:00 a.m. – 7:00 p.m.

Charges:

Tokens will no longer be utilized. Users will rent the cage and pay for time (see below):

TIME	COST
10 minutes	\$8
15 minutes	\$12
20 minutes	\$15
30 minutes	\$20
60 minutes	\$35
90 minutes	\$55

Specialized hitting, pitching, and fielding instruction and clinics will also be offered by Mr. Hernandez and his staff. The pricing of these services will be comparable and competitive to other batting cages and baseball/softball academies.



NEW BUSINESS

Billboard on City-Owned Property – Authorization to Advertise a Request for Proposals

RECOMMENDATION

- Authorize the Director of Planning to advertise a Request for Proposals for the use of city-owned real property to develop, construct, operate, and maintain an electronic billboard.

BACKGROUND

In an effort to attain fiscal sustainability, the City is exploring allowing a private firm to develop, construct, operate, and maintain an electronic billboard on City-owned property as a method of generating revenue. In addition to direct revenue, a billboard would help promote the City's community events and stimulate economic investment by attracting and supporting the local business community.

The Request for Proposals would seek proposals from qualified firms to develop, construct, operate and maintain an electronic billboard on City-owned property located west of Interstate 605 at APN 8177-029-908. The billboard would not be owned by the City, as the City does not have the in-house expertise required to manage billboard operations. If the City were to own a billboard, it would need to contract with a third party to manage the billboard on its behalf. A third party management company would not have the same access to advertisers as the established billboard companies, which means it would take longer to sell advertisements and the billboard would have a higher advertising vacancy rate. Additionally, billboard management fees would substantially reduce the net income to the City. For these reasons, a city-owned billboard would bring in less revenue.

Owning a billboard also requires large capital expenditures. Constructing a billboard is estimated at \$750,000 to \$1,000,000. Screen replacement (both screens) is estimated at \$350,000, plus installation cost, and screens should be replaced at least every ten years. The City would avoid these costly expenditures if it did not own the billboard. Owning a billboard also requires ongoing maintenance costs. Established billboard companies have on-call maintenance teams that can be deployed when issues arise and can repair damaged elements faster than the City could. As such, the RFP requires that the billboard be developed, constructed, operated, and maintained by the proposing firm.

The City-owned property will be offered in "as is" condition. Each firm is encouraged to perform its own feasibility analysis of the City site and the requisite regulatory approvals associated with the use of the City site for an electronic billboard.

PROPOSAL ELEMENTS

Firms responding to the proposal must include nine elements within their proposal:

- Firm experience, including experience with public sector agencies
- Description of project team
- References
- Billboard specifications
- Construction and maintenance requirements
- Development and construction schedule
- Proposed agreement terms and conditions
- Indemnity
- Litigation history

After selection of a firm as the owner/operator of the billboard, the City will negotiate and prepare an agreement with the proposed operator for the development, construction, operation, and maintenance of the billboard on City property. Thereafter, the agreement will be presented to City Council for final approval.

FISCAL IMPACT

The electronic billboard will provide direct revenue to the City. It will also promote City sponsored events, support the local business community, and disseminate public safety and traffic messages (e.g. Amber Alerts) at no cost to the City.



Raymond R. Cruz
City Manager

Attachment(s):

1. Request for Proposals for the Use of City-Owned Real Property to Develop, Construct, Operate, and Maintain an Electronic Billboard

REQUEST FOR PROPOSAL

FOR THE USE OF
CITY-OWNED REAL
PROPERTY TO DEVELOP,
CONSTRUCT, OPERATE,
AND MAINTAIN AN
ELECTRONIC BILLBOARD



City of Santa Fe Springs
Planning and Development Department
Attn: Laurel Reimer, AICP
11710 Telegraph Road
Santa Fe Springs, CA 90670

Issued: DATE, 2022
Due: DATE, 2022

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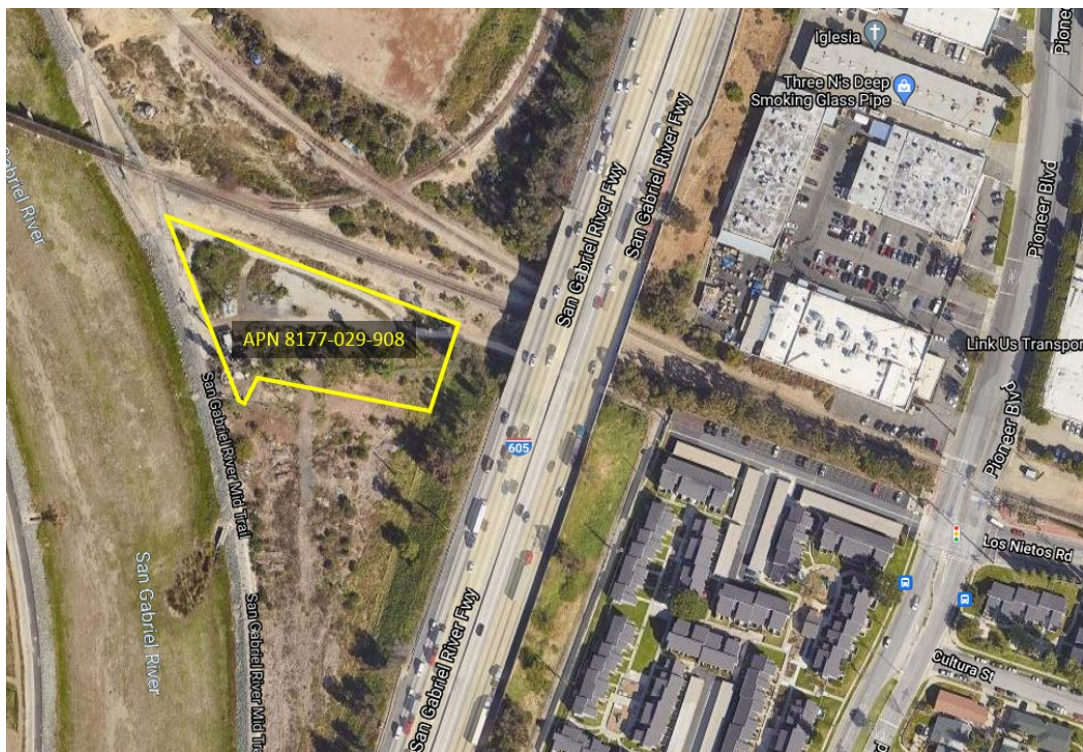
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1. INTRODUCTION

As part of the City's plan to attain fiscal sustainability, the City is exploring allowing a private firm to develop, construct, operate, and maintain an electronic billboard on City-owned property as a method to generate revenue. Moreover, a billboard will help promote the City's community events and stimulate economic investment by attracting and supporting the local business community.

2. SCOPE OF WORK/UNDERSTANDING

The City of Santa Fe Springs seeks proposals from qualified individuals, companies and/or entities (firms) to develop, construct, operate and maintain an electronic billboard on City-owned real property located along Interstate 605 at APN 8177-029-908:



The proposals submitted in response to this RFP must conform to the terms, conditions and specifications described hereafter. After receipt of responses to the RFP, review thereof, and selection of a firm as the owner/operator of the billboard, the City will negotiate and prepare an agreement with the proposed operator(s) for the development, construction, operation, and maintenance of the billboard on City property. Thereafter, the agreement will be presented to City Council for final approval.

The RFP is put forth with the following understanding:

- The proposal by a firm needs to clearly identify the type and design of the billboard that will be developed, constructed, operated, and maintained by the firm.
- The development, construction, operation, and maintenance of the billboard proposed by the firm must identify requirements related to and in compliance with the California Environmental Quality Act (CEQA) as a condition to the approval of the agreement, which shall be at the sole cost

and expense of the firm. In addition, the development, construction, operation, and maintenance of the billboard must comply with all other applicable regulatory approvals (e.g. California Department of Transportation), which shall also be at the sole cost and expense of the firm.

- The development, construction, operation, and maintenance of the billboard must provide direct revenue to the City and promote City sponsored events, support the local business community, and disseminate public safety and traffic messages (e.g. Amber Alerts) at no cost to the City.
- The selected firm should have significant experience and a verifiable track record of accomplishment. Innovative proposals that maximize the return to the City are encouraged.

City-owned property shall be offered in “as is” condition. Each firm is encouraged to perform its own feasibility analysis of the City site and the requisite regulatory approvals associated therewith for the use of said City site for an electronic billboard.

3. PROPOSAL REQUIREMENTS

The City welcomes responses to the RFP in a format that the firm believes best expresses its qualifications. Lengthy responses are not expected. Short, concise, yet comprehensive proposals are preferred.

All submittals must include the following:

- Relevant Experience: A description of at least three similar projects completed by the individuals, companies, and/or teams that comprise the firm, which clearly demonstrates the requisite expertise in the development, construction, and operation of electronic billboards. Relevant similar projects should distinguish between the projects of the individuals, companies, and/or teams that comprise the firm, if applicable. Relevant experience should also include:
 - Being a direct party to a similar contractual obligation with the public sector and/or governmental entity for a similar project.
 - Preparation of applications and related documents pertaining to the California Environmental Quality Act (CEQA) or other similar or comparable environmental review process for a similar project.
 - A similar project as a lessee or party to a long-term ground lease or similar real property right or interest with a public sector and/or governmental agency.
 - Experience with California cities and California Department of Transportation should be highlighted.
- Description of the Project Team: Detailed information on the proposed work team and their specific role, including membership of the board of directors, senior management, corporate history, corporate mission statement, and corporate organizational structure. Similar information is requested for any business partner that will be involved with the project and their specific role.
- References: Provide complete contact information for at least three clients or partners with whom the firm has successfully completed similar projects for.
- Billboard Specifications: Provide specifications of the electronic billboard, including screen sizes and pixel dimensions. It is assumed that the electronic billboard will be double-sided. The detailed information should describe specifications of the billboard (e.g., remote diagnostic capabilities, Amber Alert capabilities, automatic brightness adjustments, UL and IEC criteria, color calibration,

and remote shutdown capabilities) and compliance with the applicable federal, state, and local regulatory laws and ordinances. City requirements for electronic billboards along Interstate 605 can be found in [Ordinance 1118](#), adopted on September 7, 2021.

- Construction and Maintenance Requirements: Provide a detailed description of the construction of the electronic billboard (including but not limited to the preparation of the City site, the installation of infrastructure and utilities, and the installation of the billboard) and compliance with all applicable federal, state, and local building codes. In addition, a detailed description of the regularly scheduled onsite maintenance and proposed upgrades to the electronic billboard during the term of an agreement will also need to be provided.
- Development and Construction Schedule: An overall proposed development and construction schedule including the anticipated time periods needed to negotiate the agreement, approval period for any further entitlements to execute the development, period of time to obtain financing (if any), construction of the billboard, and any other conditions in order to complete the development and construction of the billboard.
- Agreement Terms and Conditions: The proposed business terms of an agreement including but not limited to:
 - The length of the term together with any options (if any)
 - The proposed lease terms and compensation to the City
 - Permitted and prohibited material to be advertised
 - Criteria for promoting community events, local businesses, disseminating public safety and traffic related messages, and any percentage of advertising time that will be allocated to the City
 - Amount and type of insurance to be provided
 - Other applicable terms and conditions
- Indemnity: The firm will be required to defend, indemnify and hold the City harmless from and against any claims arising from the selection of the proposed operator(s) and/or approval of an agreement between the City and firm.
- Litigation History: Please include a description of any litigation within the past five years involving any individuals, companies, and/or teams that comprise the firm, which is in any way associated with the development, construction or operation of electronic billboard(s). If applicable, please provide any information related to said litigation, including case name and number, the venue of the case, and the outcome.

4. INSTRUCTIONS AND SCHEDULE FOR SUBMITTAL OF PROPOSALS

The City reserves the right to refuse any or all proposals, in whole or in part, and to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Proposals. Expenses include, but are not limited to, expenses by proposer in preparing a Proposal or related information in response to this RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations.

Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Proposals made in response to this RFP.

Proposals are due before 5:00 PM on **INSERT DATE, 2022**. This submittal deadline is fixed, and extensions may not be granted. All Proposals received after the deadline shown will be rejected and will not receive further consideration. Furthermore, the City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

Three (3) hard copies and one (1) electronic proposal file of the proposal shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Laurel Reimer
11710 Telegraph Road
Santa Fe Springs, CA 90670

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

5. RFP INQUIRIES

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Laurel Reimer, AICP, laurel.reimer@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on **INSERT DATE, 2022** and will be answered and posted to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp by 5:00 PM on **INSERT DATE, 2022**.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFP. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

6. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Personal information should be labeled as confidential and will remain so. Note that under California law, price proposal to a public agency is not a trade secret.

7. EVALUATION CRITERIA AND SELECTION PROCESS

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses at any time. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others. In no particular order of importance, the following criteria will be used to evaluate the proposals:

1. Financial Consideration to the City – The City will analyze the direct financial benefits to the City and indirect benefits, such as no cost public service announcements.
2. Community Benefits to the City – The City will examine what is in the best interest of the City in the promotion of City sponsored events, support of the local business community, and the dissemination of public safety and traffic messages.
3. Project Consideration – Quality of the design elements proposed.
4. Qualifications/Relevant Experience – The firms demonstrable and documented experience with respect to similar development and operations, including working with the public sector and/or governmental agencies, the quality of work, and meeting deadlines, and willingness to work through any and all issues regarding development and implementation of electronic billboards.
5. Detailed Development Information – Review and approval of the required development information including but not limited to the development schedule, and construction schedule.
6. Organization and Structure – A primary desired quality of the firm includes the designation of an experienced professional individual or management team that will be the point of contact with the City throughout the life of the project.

City staff will conduct an initial review of all RFP responses received. Any incomplete response or a response that does not meet the basic qualifications for the project may be eliminated from further consideration. An evaluation panel composed of City staff (and outside consultants, if needed, as determined by City staff in its sole and absolute discretion) will review the remaining RFP responses. The evaluation panel reserves the right to request additional information and may elect to visit completed projects that are referenced. The final firms may be interviewed by the evaluation panel at a date and time to be determined. Following the interview (if conducted), the evaluation panel will make a recommendation to the City Council for the selection of the firm to enter into negotiations of an agreement.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

October 4, 2022

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	3	Mora
Historical & Preservation	2	Zamora
Historical & Preservation	1	Rodriguez
Historical & Preservation	3	Martin
Family & Human Svcs	2	Mora
Parks & Recreation	2	Zamora
Parks & Recreation	1	Sarno
Senior	3	Mora
Senior	2	Zamora
Senior	1	Sarno
Senior	2	Rodriguez
Senior	4	Martin
Youth Leadership Committee	3	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	2	Sarno
Youth Leadership Committee	3	Rodriguez
Youth Leadership Committee	4	Martin

Applications Received: Vanesa Doss for Youth Leadership Committee

Recent Actions: Guadalupe Placencia resigned from the Historical and Community Preservation Advisory Committee

Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Advisory

Sister City

Traffic Commission

Youth Leadership

Vanesa Doss

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant Vacant Irma Huitron Vacant	
Zamora	Vacant AJ Hayes Hilda Zamora* Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Sally Gaitan	
Rodriguez	Elena Lopez (Boca)* Vacant Mark Scoggins Gloria Maghame	
Martin	Julie Garcia Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant Vacant Miriam Herrera	
Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
Rodriguez	Shamsher Bhandari Elena Lopez (Boca)* Adrianne Karnofel	
Martin	Dolores Romero Laurie Rios* Bonnie Fox	

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds*	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Miriam Herrera
Historical & Comm. Preservation Committee	Hilda Zamora*
Planning Commission	Gabriel Jimenez
Chamber of Commerce	Debbie Baker

Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Jimmy Mendoza Vacant Vacant	
Sarno	Vacant Kerry Ann Cobos Jeannette Lizarraga Dani Cook Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Martin	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger William K. Rounds*	

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY		NAME
Mora		David Ayala
Sarno		Johnny Hernandez
Rodriguez		Francis Carbajal*
Martin		William K. Rounds*
Zamora		Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	Vacant	
	Vacant	
	Vacant	
Zamora	Hilda Zamora*	
	Elena Lopez (Boca)*	
	Josefina Lara	
	Vacant	
	Vacant	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Vacant	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Vacant	
	Vacant	
	Nancy Krueger	
Martin	Dolores Duran	
	Vacant	
	Vacant	
	Vacant	
	Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Mora

Mark Fresquez

Sarno

Johana Coca

Rodriguez

Felix Miranda

Martin

Linda Vallejo

Zamora

Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant	
	Jilliana Casillas	
	Vacant	
	Vacant	
Zamora	Joseph Casillas	
	Vacant	
	Vacant	
	Vacant	
Sarno	Vacant	
	Aaron D. Doss	
	Valerie Bojorquez	
	Vacant	
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Zulema Gamboa	
Martin	Vacant	
	Vacant	
	Vacant	
	Vacant	