



AGENDA

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

JANUARY 8, 2015
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor
Laurie M. Rios, Mayor Pro Tem
Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember
Laurie M. Rios, Mayor Pro Tem
Juanita A. Trujillo, Mayor

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

3. CITY MANAGER REPORT

4. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the December 4, 2014 Adjourned City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

NEW BUSINESS

5. Resolution No. 9461 – Reappointment of City’s Treasurer and Assistant City Treasurer

Recommendation: That the City Council adopt Resolution No. 9461 reappointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

6. Acceptance of a 2013 State Homeland Security Grant (SHSGP) Award from the Los Angeles Area Fire Chiefs Association for the Purpose of Urban Search and Rescue (USAR) and Hazardous Materials Training

Recommendation: That the City Council accept \$85,000 from the Los Angeles Area Fire Chiefs Association (LAAFCFA) for the purpose of hosting regional Urban Search and Rescue (USAR) and Hazardous Material training classes at the Santa Fe Springs Regional Homeland Security Training Center.

7. Agreement with Henry Hernandez to Operate the City's Batting Cages Facility

Recommendation: That the City Council: 1). Enter into an agreement with Mr. Henry Hernandez to operate the batting cages facility located at Little Lake Park; and 2). Appropriate \$22,680 from the CIP fund for the purchase of a canopy tent and the installation of a monitoring device on the Southern California Edison meter to determine the usage of electricity for billing purposes.

8. Clarke Estate Reception Area Improvement Project - Authorization to Advertise for Construction Bids

Recommendation: That the City Council: 1). Approve adding the Clarke Estate Reception Area Improvement Project to the Capital Improvement Plan; 2). Appropriate \$220,000 from the Capital Projects Fund to the Clarke Estate Reception Area Improvement Project (Activity No. 454-C363); 3). Authorize the City Engineer to solicit informal construction bids for the Clarke Estate Reception Area Improvement Project, including: Concrete Work, Landscaping, Synthetic Turf, Lighting-Electrical; and, 4). Authorize the City Manager to execute a contract with the lowest responsive and responsible bidders.

9. Farmers Market Service Agreement for 2015

Recommendation: That the City Council approve the Farmers Market Service Agreement between the City of Santa Fe Springs and contractor Rick Palas (dba Palas Creations) for the operation of the Farmers Market located at the Town Center Plaza from January 2015 to December 2016.

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Subdivision (d)(1) of Section 54956.9

VIDO ARTUKOVICH & SON, INC./ VIDMAR INC., v. City of Santa Fe Springs
Case No. BC525040

11. **INVOCATION**

12. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

13. Representatives from the Chamber of Commerce

14. Representatives from the Youth Leadership Committee

15. **ANNOUNCEMENTS**

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

16. Committee Appointments

City of Santa Fe Springs

Regular Meetings

January 8, 2015

17. ORAL COMMUNICATIONS

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

18. EXECUTIVE TEAM REPORTS

19. ADJOURNMENT

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

Anita Jimenez, CMC

City Clerk

December 31, 2014

Date

**MINUTES OF THE ADJOURNED MEETINGS OF THE
SANTA FE SPRINGS HOUSING SUCCESSOR,
SUCCESSOR AGENCY AND CITY COUNCIL**

December 4, 2014

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 5:42 p.m.

2. ROLL CALL

Present: Councilmembers Moore, Rounds, Sarno, Mayor Pro Tem Rios, Mayor Trujillo

Also present: Thaddeus McCormack, City Manager; Steve Skolnick, City Attorney; Wayne Morrell, Director of Planning; Frank Beach, Utility Services Manager, Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Asst. City Manager/Director of Finance; Mike Crook, Fire Chief; Priscilla Moreno, Administrative Clerk

HOUSING SUCCESSOR

There were no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There were no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

9. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

VIDO ARTUKOVICH & SON, INC./ VIDMAR INC., v. City of Santa Fe Springs
Case No. BC525040

Mayor Trujillo recessed the meeting at 5:45 p.m. for the Closed Session.

Mayor Trujillo reconvened the meetings at 6:10 p.m.

3. CITY MANAGER REPORT

The City Manager updated Council on issues pertaining to the Gas Company and condominiums at The Promenade. City staff is currently working with all parties involved to resolve this matter.

Mr. McCormack reported that the Metropolitan Transit Authority (MTA) board voted to move forward with the extension of the Gold Line Light Rail.

Mr. McCormack reported on the water rate study. Mayor Trujillo appointed Councilmembers Moore and Rounds to the Water Rate Study Subcommittee.

Mr. McCormack reported that City staff is currently in the process of assessing damage to the south side of the Clarke Estate due to heavy rains and vine breakage.

NEW BUSINESS

4. Trucking Use Time Extension No. 12

Consideration of a request for an extension of Trucking Use Time Extension No. 12, to allow the continued operation and maintenance of a nonconforming truck and trailer parking and storage use located at 12027 Greenstone Avenue (APN: 8026-020-074 and APN: 8026-020-075), on a former landfill site, in the M-2, Heavy Manufacturing Zone, within the Consolidated Redevelopment Project Area. (Arnold and June Silvey)

Recommendation: That the City Council grant a twenty (20) year extension of Trucking Use Time Extension No. 12, to Arnold Silvey and June Silvey on behalf of Silvey and Silvey, Inc., to continue the truck parking and storage use on the 2.32-acre, former landfill properties at 12027 Greenstone Avenue, subject to the conditions of approval set forth in the revised Memorandum of Understanding.

Mayor Pro Tem Rios moved the approval of Item 4; Councilmember Rounds seconded the motion which passed by the following vote: In Favor - Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

5. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2013-14

Recommendation: That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2013-14.

Councilmember Moore moved the approval of Item 5; Councilmember Sarno seconded the motion which passed by the following vote: In Favor - Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

6. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2013-14

Recommendation: That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2013-14.

Councilmember Moore moved the approval of Item 6; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In Favor - Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

PRESENTATION

7. Gus Velasco Neighborhood Center (GVNC) – “Gus’ Kitchen” Renovation Project

Community Services Supervisor Ed Ramirez reported on the project. Gus’ Kitchen consists of a food pantry and a community closet. These services are provided for residents of Santa Fe Springs in a dignified, supportive manner.

COUNCILMEMBER REQUESTED ITEM

8. Consideration of Policy Regarding Riders on Santa's Float

Recommendation: That the City Council consider adopting a policy regarding qualifications for persons who ride on Santa's Float.

Councilmember Moore moved the approval of Item 8; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In Favor - Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

Meeting Recessed at 6:35 p.m.

Meeting Reconvened at 7:10 p.m.

10. INVOCATION

Councilmember Moore gave the Invocation.

11. PLEDGE OF ALLEGIANCE

12. INTRODUCTIONS

Representatives from the Chamber of Commerce

Jeff Winkler, Breitburn Energy

Rick Landis, Santa Fe Springs Swap Meet

13. Representatives from the Youth Leadership Committee

14. ANNOUNCEMENTS

Youth Leadership Committee members gave the Community Announcements.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Mayor Pro Tem Rios appointed Rebecca Lira to the Senior Citizens Advisory Committee.

16. ORAL COMMUNICATIONS

None

17. EXECUTIVE TEAM REPORTS

- Wayne Morrell reported on new businesses coming to the City.
- Noe Negrete reported on street/lane closures due to Exxon Mobile oil pipelines; and LED crosswalk installation on Orr & Day Rd/Whiteland.
- Dino Torres announced the Uptown Whittier Christmas Parade on December 12 from 10:00 a.m.-12:00 p.m.
- Mike Crook announced the Fire-Rescue Dept. annual "Christmas for Kids Toy Drive." Drop off locations are at all fire stations.
- Jose Gomez reported that the I.T Dept. has sent out information regarding major retailers that have been hacked and provided informational materials.

- Maricela Balderas announced the Community Playhouse production of "How the Grinch Stole Christmas," Saturday, December 12.
- Councilmember Moore inquired about the 50th anniversary of the Santa Fe Springs Swap meet. Staff will follow up.
- Mayor Trujillo commended Councilmember Sarno on a job well done during his first year on City Council.

18. ADJOURNMENT

At 7:41 p.m., Mayor Trujillo adjourned the meetings in memory of Randy Peterson to December 18 at 6:00 p.m.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

January 8, 2015

NEW BUSINESS

Resolution No. 9461 – Reappointment of City's Treasurer and Assistant City Treasurer

RECOMMENDATION

That the City Council adopt Resolution No. 9461 reappointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

BACKGROUND

California State Law requires that the City formally appoint those individuals acting in the treasury capacity on an annual basis. Therefore, the need arises for the City's legislative body, the City Council, to reappoint Jose Gomez and Travis Hickey to serve as City Treasurer and Assistant City Treasurer, respectively. This action will appoint the employees to services in the same capacity for the Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity that has this position as an established officer.



Thaddeus McCormack
City Manager

Attachment:
Resolution No. 9461

RESOLUTION NO. 9461

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
APPOINTING A CITY TREASURER AND ASSISTANT CITY TREASURER**

In accordance with California Government Code Section 53607, the City Council hereby appoints Jose Gomez to act as City Treasurer and Travis Hickey to act as Assistant City Treasurer.

PASSED and ADOPTED this 8th day of January 2015.

Juanita Trujillo, Mayor

Anita Jimenez, City Clerk



City of Santa Fe Springs

City Council Meeting

January 8, 2015

NEW BUSINESS

Acceptance of a 2013 State Homeland Security Grant (SHSGP) Award from the Los Angeles Area Fire Chiefs Association for the Purpose of Urban Search and Rescue (USAR) and Hazardous Materials Training

RECOMMENDATION

That the City Council accept \$85,000 from the Los Angeles Area Fire Chiefs Association (LAAFCA) for the purpose of hosting regional Urban Search and Rescue (USAR) and Hazardous Material training classes at the Santa Fe Springs Regional Homeland Security Training Center.

BACKGROUND

The Los Angeles Area Fire Chiefs Association (LAAFCA) allocated \$85,000 to the City of Santa Fe Springs' Department of Fire-Rescue from the State Homeland Security Grant Program (SHSGP) for the purpose of delivering regional Urban Search and Rescue (USAR) and Hazardous Materials training.

The Santa Fe Springs Regional Training Center is one of three facilities in Los Angeles County which is "State Certified" to host the above USAR Courses as well as home to California State Regional Task Force 2 (USAR 8).

The Department of Fire-Rescue maintains one of six "State Certified Type 1 Hazardous Materials Response Teams" (UNIT 851) in Los Angeles County. Some of the advanced courses require state of the art equipment for course delivery. These instruments and support equipment are readily available as they are carried on the City's front line apparatus. Therefore, LAAFCA recognizes the Santa Fe Springs Regional Homeland Security Training Center as a desirable geographical area for regional training delivery.

The City's personnel will participate in the courses both as instructors and participants. The courses will offer a refresher training for senior members and an initial State certification training for many of the Department's new Fire-Rescue employees. All classes will be taught by California State Certified Instructors with participants being provided full State Certification upon successful completion of the classes.

The following courses (with corresponding costs), required for all California Regional Task Force (RTF) Members, are scheduled to be delivered through the grant:

- **Rescue Systems II (\$25,400)** – This course provides advanced heavy rescue system techniques. Key topics include: structural building types, wood and mechanical shores, crib capacities, floor weight calculations, building search,



City of Santa Fe Springs

City Council Meeting

January 8, 2015

confined space considerations, damaged structure hazard assessment, and use of power tools and air bags.

- **Confined Space Rescue (\$17,300)** - This course prepares firefighters in identifying confined spaces and permit-required confined spaces, the hazards associated with permit-required confined spaces, target industries and hazards, state and federal regulations, components of a rescue operation, and the roles and responsibilities of the rescue team.
- **Trench Rescue (\$9,100)** - This course is designed to train firefighters in hands-on application of the techniques necessary to safely perform a rescue from an excavation or trenching cave-in. Topics include: critical considerations while responding to trenching emergencies, evaluation of cave-in scenes, basic life support procedures and temporary protection for victims, specialized tool usage, shoring techniques, and below grade rescue safety procedures.
- **Hazmat IQ and Advanced IQ (\$33,200)** - HazMat IQ is designed to teach responders advanced hazard chemical identification, personal protection equipment selection, sampling techniques and specialized metering equipment. Advanced HazMat IQ includes instruction for responders on "best practices" during hazard mitigation.

FISCAL IMPACT

All the costs of the training are part of the California 2013 State Homeland Security Grant Program (SHSGP) and 100% reimbursable to the City.


Thaddeus McCormack
City Manager



NEW BUSINESS

Agreement with Henry Hernandez to Operate the City's Batting Cages Facility

RECOMMENDATION

That the City Council take the following actions:

1. Enter into an agreement with Mr. Henry Hernandez to operate the batting cages facility located at Little Lake Park; and
2. Appropriate \$22,680 from the CIP fund for the purchase of a canopy tent and the installation of a monitoring device on the Southern California Edison meter to determine the usage of electricity for billing purposes.

BACKGROUND

In February 2012, in the immediate aftermath of the elimination of Redevelopment, the City made the difficult decision to shut down the City's batting cage facility located at Little Lake Park known as "The Diamond." This was part of the City's comprehensive response to the elimination of Redevelopment, as well as the unprecedented fiscal downturn experienced by the entire region, state, and country. It has remained shuttered since that time.

In response to multiple inquiries from the public and direction from the City Council, staff began the process of calculating what would be needed to reopen The Diamond for public use. City staff was contacted by many interested parties regarding potential management of the batting cages. Because the management of this type of facility is specialized and the cost required to reopen the facility would be significant, most of the potentially interested parties' proposals did not make fiscal sense for the City, because they essentially involved the City incurring the costs to reopen and then handing over the facility to a vendor who would then operate it, with the City paying for ongoing maintenance.

However, in October 2014, City staff was contacted by Henry Hernandez, the owner and operator of the Hitting Zone in La Habra, CA, whose proposal to reopen The Diamond significantly differed from previous vendors' proposals. Mr. Hernandez's proposal included a substantial out-of-pocket investment on his part to bring the batting cages to an operational level, as well as incurring the ongoing costs of operations. In addition, Mr. Hernandez has a knowledge of batting cage operations, as well as the ability to provide specialized hitting, pitching, and other baseball/softball instruction. Accordingly, the City began negotiating directly with Mr. Hernandez, in hopes that an agreement could be struck that would allow The Diamond to be open for the upcoming Little League season.

SUMMARY ANALYSIS

The concession agreement with Mr. Hernandez is for five years and has two, one-year extensions bringing the total length of the agreement to seven years, if the extensions are exercised. As part of the concession agreement, Mr. Hernandez will contribute extensive time, money, and labor to the restoration of the batting cages. The following highlights the capital improvements he will be making:

- Install new wheels on all pitching machines
- Paint the pitching machines, canopy pole, and wrought iron fence around the perimeter of the facility
- Provide all baseballs and softballs
- Provide new bats and helmets for convenience of users
- Install a new computerized point-of-sale system for accounting of sales
- Install four monitors for viewing of televised games
- Install security cameras for surveillance of the facility on a 24-hour basis.

The City will be responsible for the cost of replacing the canopy tent and installing a monitoring device on the Southern California Edison meter to determine the usage of electricity for billing purposes.

In order to help facilitate the economic and operational viability of The Diamond during the critical "start-up" phase of the project, for the first three years of the agreement, Mr. Hernandez will be charged a nominal rent of \$1 a year, plus the "Costs of Operation" outlined in section 3(H), which are estimated to total \$12,000 a year (Note: estimate is based on previous operational costs incurred when City operated the facility). This will allow for him to recoup some of his initial capital investment, as well as weather the fiscal uncertainty inherent to starting a new business. After the third year, Cost of Operation will continue to be paid to the City, and a monthly rent of nine percent (9%) will be assessed from the total of gross receipts from all business conducted on the premises (cage rentals, instruction, merchandise sales, vending sales, etc.) and collected by the City.

Mr. Hernandez and those in his employ will be recognized as an independent contractors and not as employees or agents of the City. He will also provide general liability insurance in the amount of \$1 million and will add the City Council, City staff, and City representatives as additional insureds and will indemnify them from any and all liability arising out of the use of the batting cages.

As the concessionaire, Mr. Hernandez must at his own expense, throughout the term of the agreement, maintain the structures, equipment, and fixtures on the premises in

a safe and clean manner. Additionally, he may not make any modifications to any structures on the premises without the prior written consent of the City.

The agreement may be terminated by either the City or Mr. Hernandez by thirty (30) days written notice.

FISCAL IMPACT

The total cost to get the batting cages ready for opening in February 2015 would be \$96,393. If the agreement goes the full seven years (five year term plus two, one-year extensions), the amount invested by Mr. Hernandez would be \$74,259 with the City's portion being \$22,680.

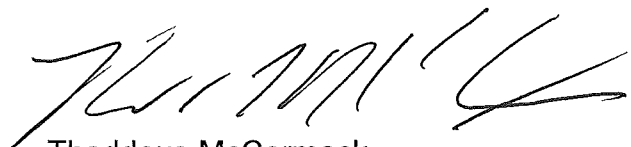
It should be noted that the Agreement will transfer costs previously incurred by the City when it operated the facility, which are estimated to total \$12,000 a year.

INFRASTRUCTURE IMPACT

This agreement will re-open a popular City facility that has been closed for approximately 3 years and will restore it to a level that will make it among the best public batting cages in Los Angeles County. The facility will be well received by the City's youth baseball and softball participants. The batting cages facility will also attract increased usage as it will offer specialized pitching and hitting instruction as well as weekly clinics.

Mr. Hernandez and his staff will maintain the facility through regular preventative and necessary maintenance of the pitching machines and associated machinery, painting of perimeter fencing, benches, and office building, and cleaning of the common area. He will also install security cameras that will provide 24-hour, 365 days a year surveillance. These actions will ensure a fully operational, clean, and safe facility for the public to use.

You may call upon Management Assistant Wayne Bergeron and/or Mr. Hernandez, who is in attendance, should you have any questions.



Thaddeus McCormack
City Manager

Attachment:

Concession Agreement with Henry Hernandez for the Operation of the City's Batting Cages Facility



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

TABLE OF CONTENTS

1. PREMISES.....	1
2. TERM AND OPTION.....	1
3. NATURE OF CONCESSION.....	2
4. INDEPENDENT CONTRACTOR.....	5
5. INSURANCE.....	5
6. INDEMNITY.....	6
7. SITE PREPARATION.....	7
8. ALTERATIONS AND IMPROVEMENTS.....	7
9. LIENS.....	9
10. SAFETY REQUIREMENTS AND OPERATION.....	10
11. MAINTENANCE AND REPAIR.....	11
12. TITLE.....	12
13. ASSIGNMENT AND SUBLETTING.....	12
14. COMPLIANCE WITH LAW.....	13
15. TERMINATION.....	13
16. NOTICES.....	14
17. AMENDMENTS AND MODIFICATIONS.....	15
18. APPROVALS BY THE CITY.....	15
19. NOTICES.....	15

CONCESSION AGREEMENT

The Concession AGREEMENT ("AGREEMENT") between Mr. Henry Hernandez and the City of Santa Fe Springs is made and entered into as of _____, 20____ ("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.

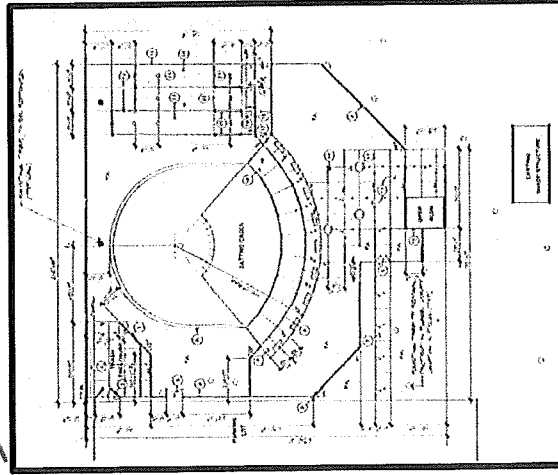
Capital Improvements

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.

LITTLE LAKE PARK "BATTING CAGES"

Exhibit "B"



10900 Pioneer Boulevard, Santa Fe Springs, CA 90570

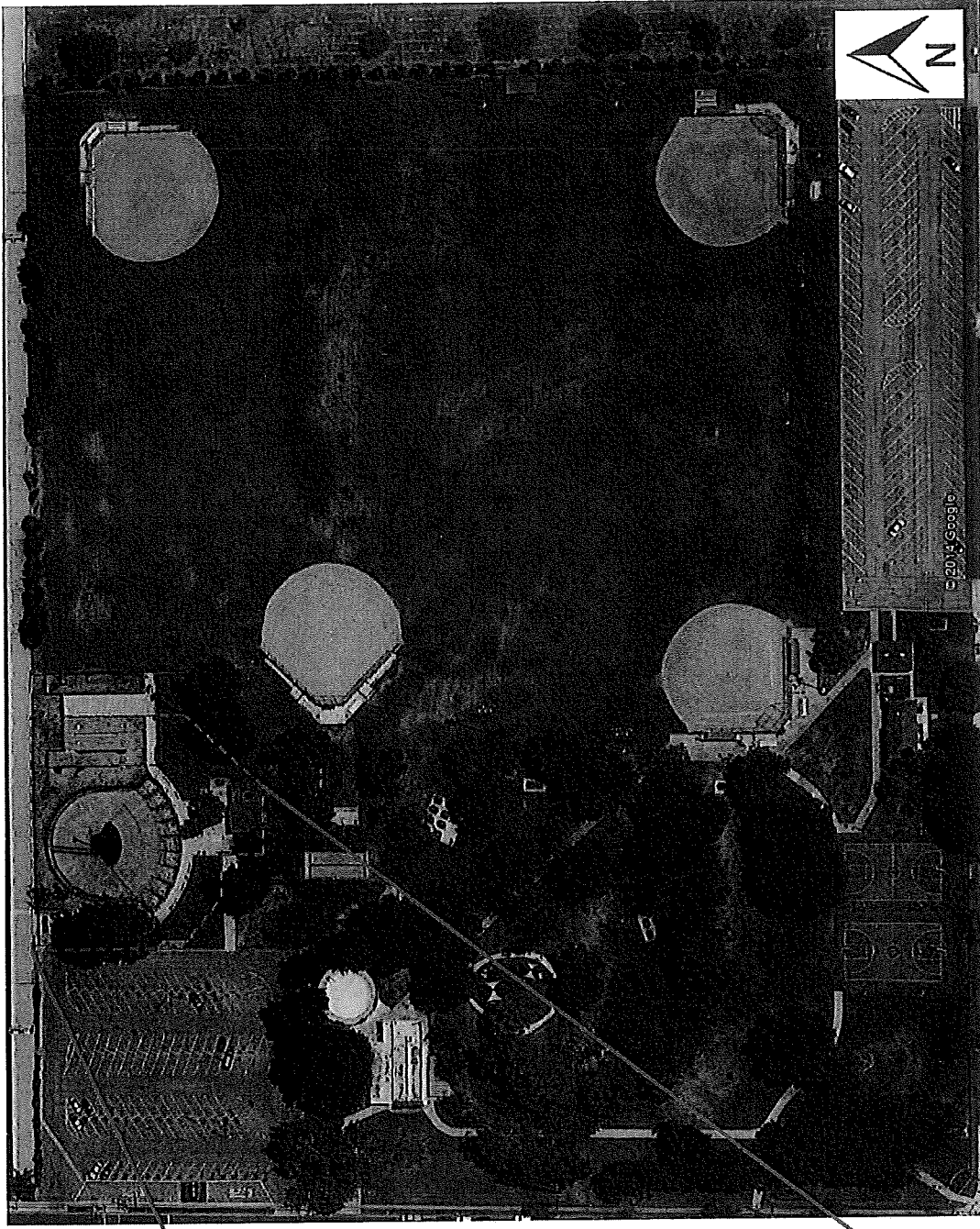


EXHIBIT "C" – PERFORMANCE OF SERVICES

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

Clarke Estate Reception Area Improvement Project - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

1. Approve adding the Clarke Estate Reception Area Improvement Project to the Capital Improvement Plan;
2. Appropriate \$220,000 from the Capital Projects Fund to the Clarke Estate Reception Area Improvement Project (Activity No. 454-C363);
3. Authorize the City Engineer to solicit informal construction bids for the Clarke Estate Reception Area Improvement Project, including:
 - a. Concrete Work
 - b. Landscaping
 - c. Synthetic Turf
 - d. Lighting-Electrical; and,
4. Authorize the City Manager to execute a contract with the lowest responsive and responsible bidders.

BACKGROUND

Pursuant to City Council direction, staff has been pursuing a strategy to reduce the sound level emanating from Clarke Estate events and mitigate their impact on the surrounding community. This strategy includes the installation of noise control panels and additional trees along the western perimeter of the Clarke Estate facing Alburty Street.

Following input from members of the City Council, it was determined that the reception/entertainment area of the Clarke Estate should be relocated to the former lawn bowling area on the north side of the Clarke Estate. Further, the music system speakers should be positioned facing northeast towards the back of Town Center Hall and the Post Office.

The relocated reception/entertainment area has been redesigned with City Council input. The primary features of the design include easily accessible paths of travel, synthetic turf, landscaping improvements, and lighting to enhance the aesthetics of the area.

The Clarke Estate is a popular venue for wedding ceremonies and receptions. The season of these events usually begins in the month of April. Staff has been rescheduling events currently reserved for the month of April. This provides a window of approximately four (4) months to complete the Clarke Estate Reception Area Improvement Project.

Project Budget and Proposed Bid Process

Staff is recommending an informal bid process to solicit construction bids for the following project components. The engineering estimate is also shown below.

<u>Item</u>	<u>Amount</u>
1. Concrete Work	\$69,200
2. Landscaping Work	\$20,300
3. Synthetic Turf	\$48,600
4. Lighting/Electrical	\$25,500
Construction Total:	\$163,600
Engineering/Inspection (14%)	\$23,400
Contingency (20%):	\$33,000
Project Total:	\$220,000

Consistent with the informal bid process and purchasing policy, staff recommends that the City Manager should be authorized to execute a contract to the lowest responsive and responsible bidder(s).

Project Schedule

Authorization to Advertise	01/12/2015
Award of Contract	02/08/2015
Start of Construction	02/23/2015
Project Completion	04/30/2015

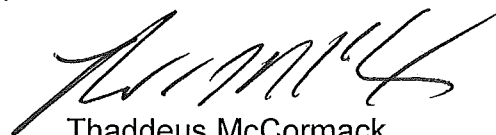
The project Plans and Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, following City Council approval of the Plans and Specifications. A copy of the Plans and Specifications are available for review at the City Clerk's Office.

FISCAL IMPACT

Staff recommends that the City Council appropriate \$220,000 from the Capital Projects Fund. The City Council authorized the transfer of \$385,000 from the General Fund to the Capital Projects Fund at their November 13, 2014 meeting.

INFRASTRUCTURE IMPACT

The project will reduce the noise impacts of Clarke Estate events on the surrounding community.



Thaddeus McCormack
City Manager



NEW BUSINESS

Farmers Market Service Agreement for 2015

RECOMMENDATION

That the City Council approve the Farmers Market Service Agreement between the City of Santa Fe Springs and contractor Rick Palas (dba Palas Creations) for the operation of the Farmers Market located at the Town Center Plaza from January 2015 to December 2016.

BACKGROUND

In 2013, residents voiced concern over the lack of a centrally located grocery store in the community. In response to this concern, the department of Community Services brought in a Farmers Market to provide residents with a place to purchase some of their grocery needs, especially fruits and vegetables. In July 2013, the Department of Community Services utilized the services of an experienced Certified Farmers Market Manager, Rick Palas, to oversee the Farmers Market located at the Town Center Plaza. The manager verifies all certifications and permits required through the Los Angeles County Health Department of the farmers who sell their products at the market.

The Farmers Market has been in operation in Santa Fe Springs for a little over a year. The Market operates every Thursday from 12 noon to 5 p.m. year round. Because it was first implemented on a trial basis, a formal agreement was not adopted. The Farmers Market has been successful and has now become a permanent program in the community.

A Service Agreement has been drafted to formalize the partnership between the City and the Farmers Market manager. The Service Agreement outlines the responsibilities of both parties.

The term of the Service Agreement is two (2) years, not to extend beyond December 31, 2016. Either party may terminate this Agreement upon sixty (60) days prior written notice.

FISCAL IMPACT

The Farmers Market program is funded by the Health & Wellness initiative in the Family and Human Services Division budget which includes supplies, contractual services, part-time labor for set up and take down, and full-time labor for oversight of the Farmers Market operation.



City of Santa Fe Springs

City Council Meeting

January 8, 2015

The Mayor may call upon Maritza Sosa-Nieves, Management Assistant, to answer any questions the Council may have regarding the proposed Service Agreement.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

ATTACHMENT:

Farmers Market Service Agreement

CITY OF SANTA FE SPRINGS FARMERS MARKET SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of January, by and between the City of Santa Fe Springs (CITY), and Rick Palas dba Palas Creations, (CONTRACTOR) for the management and operation of the Farmer's Market (the MARKET). The parties do mutually agree as follows:

1. CONTRACTOR shall perform the "RESPONSIBILITIES" as set forth in this Agreement.
2. All Responsibilities shall be managed by CONTRACTOR and/or CONTRACTOR's staff. CONTRACTOR shall coordinate the performance of such RESPONSIBILITIES in cooperation with and as approved by CITY's Contract Administrator. The Contract Administrator will be the Director of Community Services and/or her designee.

I. RESPONSIBILITIES OF THE CONTRACTOR

- A. CONTRACTOR shall manage and operate the MARKET on Thursdays from Noon until 5:00 p.m. Vendors shall arrive to set up no earlier than 8:00 a.m. and no later than 11:00 a.m. Vendors shall not leave before 5:00 p.m. and shall vacate the property by 7:00p.m. Options to enhance and/or extend the MARKET hours of operation will be explored and agreed by both parties. The MARKET will only close early or be canceled due to special circumstances such as an Act of Nature (natural disaster, inclement weather, etc.). CONTRACTOR agrees to notify CITY of any cancellations or early closures. The MARKET will be located in the Town Center Plaza located at 11740 E. Telegraph Rd. (see attached map).
- B. CONTRACTOR shall serve as onsite MARKET Manager or employ an onsite MARKET Manager to be present during the hours of operation stated herein.
- C. CONTRACTOR shall provide a set of written rules to CITY for CITY's approval, and shall provide such rules to all vendors operating within the MARKET.
- D. CONTRACTOR shall ensure compliance with all rules, regulations and laws applicable to the MARKET, including ordinances of CITY.
- E. CONTRACTOR shall obtain Health Department Permits, at its expense, and shall maintain, all required permits and licenses necessary for operations of the MARKET, including State and County permits.
- F. CONTRACTOR require all vendors at the MARKET to maintain all necessary permits and licenses; vendors will not be required to obtain CITY business licenses or submit any information to CITY.
- G. CONTRACTOR shall supervise, recruit and select vendors, producers or certified producers for participation in the MARKET so as to ensure diversity of products and an adequate number of quality vendors. CONTRACTOR shall be permitted to allow vendors to sell non-farmed goods provided they are not located in an area designated as a Certified Farmer's MARKET as defined by state regulations. (Non-farmed goods include prepared and prepackaged and retail items.) Any vendors other than certified farmers must be approved in advance by the County Health Department and CITY. CITY shall be notified on a monthly basis regarding changes in the MARKET vendors.
- H. CONTRACTOR shall:
 1. Assure the proper set up and removal of signage and cones. CONTRACTOR shall be responsible for all set up and take down of farmer displays booths, and signs at the end of the MARKET.
 2. Clean up and remove all from the area impacted by the MARKET.

3. Enforce MARKET rules, health and safety regulations and laws. CONTRACTOR shall make certain that the MARKET is conducted in a safe manner.
 4. Collect fees, as designated by CONTRACTOR, and issue receipts.
 5. Assign vendor spaces.
 6. Ensure parking plan for vendors' vehicles.
 7. Provide and remove compartment sinks and other such facilities in compliance with the LA County Health Department (if applicable).
 8. Handle MARKET emergencies.
-
- I. CONTRACTOR shall attend monthly meetings, day and time to be agreed between CITY and CONTRACTOR and/or on the request with CITY staff, City Council or other groups regarding the operation of the MARKET as deemed necessary.
 - J. CONTRACTOR shall recommend and implement publicity and advertising campaign to promote the MARKET within guidelines and in accordance with regulations established by CITY. Any MARKET signage located on Public Right of Way shall be approved by CITY.
 - K. CONTRACTOR shall immediately notify CITY's Contract Administrator of all communication received from the State or County, or other governmental notices received by CONTRACTOR, and any citizen complaints related to the operation of the MARKET.
 - L. CONTRACTOR will notify CITY of any holiday scheduling changes three months prior to the holiday.
 - M. CITY reserves the right to cancel the event as necessary but will communicate to CONTRACTOR prior.

II. RESPONSIBILITIES OF CITY

- A. CITY will be responsible for working with CONTRACTOR in all aspects related to marketing and publicity of the MARKET.
- B. CITY will monitor CONTRACTOR to ensure the duties and responsibilities set forth in this contract are adhered to by CONTRACTOR.
- C. CITY shall assign the Community Services Department to assist in the monitoring of the MARKET and communicate with CONTRACTOR.
- D. Allow access to public restrooms
- E. Will provide table and chairs. Additional canopies and equipment will be provided by CITY for special demonstrations, presentations, and entertainments
- F. Ensure parking plan for participants of the MARKET.
- G. CITY shall authorize the location of the MARKET at the Town Hall Plaza.
- H. CITY shall provide Police Services and Fire Department(s) approved traffic plan (if applicable).
- I. CITY shall provide a Police Services and Fire Department(s) approved parking plan for the MARKET (if Applicable).
- J. Identify the type and location of barricades used to secure the MARKET (if applicable).
- K. CITY shall authorize parking space for the MARKET at NEED locations.
- L. CITY shall communicate community concerns to CONTRACTOR.

- M. CITY reserves the right to cancel or close early the MARKET for emergencies or other community events.

III. INDEPENDENT CONTRACTOR

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between CITY and CONTRACTOR. CONTRACTOR is an independent contractor and not an employee of CITY or any of its subsidiaries or affiliates. The consideration set forth in the execution of deliverables shall be the sole consideration due to CONTRACTOR for the services rendered hereunder. It is understood that CITY will not withhold any amounts for payment of taxes from the compensation of CONTRACTOR hereunder. CONTRACTOR shall not represent to be or hold himself out as an employee of CITY and CONTRACTOR acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to CITY'S regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be CONTRACTOR'S sole responsibility and CONTRACTOR shall indemnify and hold CITY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

IV. CONFIDENTIALITY

In the course of performing the services set forth herein, CONTRACTOR may come in contact or become familiar with information which CITY or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, confidential information pertaining to the organization and its employees. CONTRACTOR shall keep all such information confidential and not discuss it with or divulge it to anyone other than appropriate CITY personnel or their designees.

V. STANDARD OF CARE

- A. CONTRACTOR, in performing all services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. CONTRACTOR shall take all special precautions necessary to protect CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. The MARKET shall be operated in accordance with the service level standards necessary to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of CITY'S facilities as deemed appropriate by CITY. Such standards may be modified from time to time as deemed necessary by CITY.
- C. CONTRACTOR shall employ sufficient personnel to perform all work as described in this Agreement.
- D. CONTRACTOR shall furnish all labor, equipment and required materials needed to maintain all contracted areas to a level acceptable to CITY. All materials are subject to CITY approval.
- E. CONTRACTOR shall provide all necessary vehicles for transportation and related duties. CONTRACTOR shall make arrangements with CITY for back-up equipment in the event primary equipment becomes inoperable to assure that all work activities are completed as scheduled.
- F. CONTRACTOR warrants to CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment,

arbitration or litigation proceedings concerning CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

VI. REPRESENTATIONS AND WARRANTIES

CONTRACTOR shall make no representations, warranties, or commitments binding CITY without CITY's prior consent.

VII. NONDISCRIMINATION AND HARASSMENT

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR shall take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.
- B. CONTRACTOR shall comply with the CITY's Harassment Policy. The CITY prohibits any and all harassment in any form.

VIII. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall defend, indemnify, and hold harmless CITY, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of negligent or willful acts or omissions in the performance of this Agreement, by CONTRACTOR, or anyone acting under CONTRACTOR's direction or control or on CONTRACTOR'S behalf.

IX. INSURANCE

CONTRACTOR shall submit to CITY the required insurance certificates for CONTRACTOR and all sub-consultants or sub-contractors.

CONTRACTOR shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by CONTRACTOR:

- A. Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident. CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
- B. Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.

- C. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- D. Endorsements. All liability insurance policies shall be issued by insurers possessing a Best's rating of no less than A-:VII. CONTRACTOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- E. All coverage shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- F. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY.
- G. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise. A Waiver of Subrogation Endorsement in favor of CITY is required.
- H. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
- I. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- J. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- K. CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach."
- L. Certificates of Insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement. CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

M. Failure to Procure Insurance. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement immediately upon giving written notice to CONTRACTOR.

X. LEGAL FEES

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees. For purposes of determining who is to be considered the prevailing party, it is stipulated that attorneys' fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award.

XI. MEDIATION

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to litigation.

XII. NOTICES

Notices, demands and communications shall be delivered as follows:

If to CITY:

CITY OF SANTA FE SPRINGS
Gus Velasco Neighborhood Center
9255 S. Pioneer Blvd.
SANTA FE SPRINGS, CA 90670
CONTACT: Maricela Balderas, Director of Community Services
PHONE: (562) 692-0261 FAX: (562) 695-8620

If to CONTRACTOR:

Rick Palas, Palas Creations
4300 E. Phillips Blvd.
Pomona, CA 91766
P: (909) 630-6302
F: (909) 464-0973

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or delivery by a bonafide mail service and shall be deemed communicated as of the date of receipt.
- B. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

XIII. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of CITY. CONTRACTOR also agrees not to specify any product, treatment, process or material for the service in which CONTRACTOR

has a material financial interest, either direct or indirect, without first notifying CITY of that fact. CONTRACTOR shall at all times comply with the terms of the Political Reform Act and CITY'S Conflict of Interest Code. CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before CITY in which CONTRACTOR has a financial interest as defined in Government Code Section 87103. CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for CITY.

XIV. TERM AND TERMINATION OF AGREEMENT; MISCELLANEOUS PROVISIONS

- A. The term of this Agreement shall be two (2) years, from January 12, 2015, through December 31, 2016, inclusive.
- B. Notwithstanding such term, either party may terminate this Agreement upon sixty (60) days with prior written notice, without cause, or upon 10 days prior written notice, for material cause.
- C. Any amendments or changes in the scope of work as outlined above must be communicated in writing and must be agreed to by both Parties. Revisions must include revised scope of work deadlines, compensation. Both Parties agree to fulfill revised Agreement terms and deliverables as stated in the Agreement.
- D. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- E. Assignment. Nothing in this Agreement shall be construed to permit the assignment by CONTRACTOR of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of CITY.
- F. Governing Law, Severability. This Agreement shall be governed by the laws of the State of California.
- G. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

CONTRACTOR

By _____
Rick Palas

Date: _____

CITY OF SANTA FE SPRINGS

By _____
Juanita Trujillo
Mayor

Date: _____

By _____
Maricela Balderas
Director of Community Services

Date: _____



City of Santa Fe Springs

City Council Meeting

January 8, 2015

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Family & Human Services	1	Rios
Family & Human Services	1	Rounds
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	1	Rios
Senior Citizens	2	Rios
Senior Citizens	2	Rounds
Senior Citizens	4	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	3	Sarno
Youth Leadership	1	Trujillo

Recent Activity: None.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placensia	(15)
	Vacant	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
Rounds	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe
 Evelyn Castro-Guillen
 Elvia Torres
 (SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Pauline Moore	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

Council Liaison	Laurie Rios
Council Alternate	Richard Moore
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	George Felix, Sr.	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Vacant	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

Meets the second Monday of every Month at 6:00 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY	NAME
Moore	Ken Arnold
Rios	Michael Madrigal
Rounds	Susan Johnston
Sarno	Joe Angel Zamora
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m.,
Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**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
Moore	Albert J. Hayes
Rios	Pauline Moore
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Vacant	()
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()