



AGENDA

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

**August 24, 2017
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

**William K. Rounds, Mayor
Jay Sarno, Mayor Pro Tem
Richard J. Moore, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, 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.

City of Santa Fe Springs
Regular Meetings

August 24, 2017

1. CALL TO ORDER

2. ROLL CALL

Richard J. Moore, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
William K. Rounds, Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

- a. Minutes of the July 27, 2017, Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

- a. Minutes of the July 27, 2017, Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

- Approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

- Receive and file the report.

CITY COUNCIL

5. CITY MANAGER REPORT

6. CONSENT AGENDA

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

Approval of Minutes

a. Minutes of the July 27, 2017 City Council Meetings

Recommendation: That the City Council:

- Approve the minutes as submitted.

UNFINISHED BUSINESS

7. Childcare Program Classrooms – Lease Agreement Amendment

Recommendation: That the City Council:

- Authorize the Director of Public Works to Execute the Agreement to the Lease Agreement with Williams Scotsman for the 3-unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a rental rate of \$1,420.00/month; and
- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 6-unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a monthly rental rate of \$2,445.00/month.

NEW BUSINESS

8. Bridge Preventive Maintenance Program – Approval of Cooperative Agreement with Los Angeles County

Recommendation: That the City Council:

- Appropriate \$11,000.00 from the Capital Improvement Plan Fund to the Bridge Preventive Maintenance Program;
- Approve the Cooperative Agreement with the County of Los Angeles for the Bridge Preventive Maintenance Program (Activity 454-397-C383);
- Find that that pursuant to Section 15301(c) (Existing Facilities) of the California Environmental Quality Act (CEQA), the Bridge Preventive Maintenance Program project is considered to be a Categorical Exempt project, and therefore, no other environmental document is required by law; and
- Authorize the Mayor to execute said agreement.

9. Slurry Seal Various City Streets (FY 2017/18) – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve adding the Slurry Sealing Various City Streets (FY 2017/18) to the Capital Improvement Plan;
- Appropriate \$235,000 from Utility Users Tax Funds to the Slurry Sealing

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- Various City Streets (FY 2017/18) Project, (Activity No. 454-397-C385);
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

10. Renewal the Care Ambulance Services, Inc. Emergency Transport and Billing Services Agreement

Recommendation: That the City Council:

- Authorize Mayor to execute an agreement between the City of Santa Fe Springs and Care Ambulance Services, Inc. for emergency transport and billing services effective July 1, 2017 through June 30, 2027.

11. Restructuring of Department of Police Services' Staffing due to Retirement of Program Coordinator

Recommendation: That the City Council:

- Authorize the City Manager to reclassify one full-time Program Coordinator to one full-time Administrative Clerk II and reclassify two (2) PSO Apprentice positions to Part-time PSO in the Department of Police Services.

12. Request Approval to Donate a Department of Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department

Recommendation: That the City Council:

- Authorize the donation of a Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department.

13. Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Command Vehicle Purchased with Community Development Block Grant Funds

Recommendation: That the City Council:

- Call upon Fire Chief Mike Crook to assist with the presentation

14. SB 649 (Hueso) Contracting for Wireless

Recommendation: That the City Council:

- Approve an agreement with 5 Bars for small cell wireless marketing and licensing services.

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Subdivision (d)(4) of California Government Code Section 54956.9 for 1 potential case.

CLOSED SESSION

16. PUBLIC EMPLOYMENT

(Pursuant to Subdivision (e) of California Government Code Section 54957)
TITLE: City Manager

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Items 17 – 25 will occur in the 7:00 p.m. hour.

17. **INVOCATION**
18. **PLEDGE OF ALLEGIANCE**
19. **INTRODUCTIONS**
 - Representatives from the Chamber of Commerce
20. **ANNOUNCEMENTS**
21. **PRESENTATIONS**
 - a. Proclamation declaring September 8, 2017 as the City of Santa Fe Springs 2017 Fiestas Patrias Cultural Celebration
22. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**
 - a. Committee Appointments
23. **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.
24. **EXECUTIVE TEAM REPORTS**
25. **ADJOURNMENT** - Adjourn to the meeting to September 12, 2017.

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



Janet Martinez, CMC
City Clerk

August 18, 2017
Date

FOR ITEM NO. 3A
PLEASE SEE ITEM NO. 6A



City of Santa Fe Springs

Public Financing Authority Meeting

August 24, 2017

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 7/31/17	None
Outstanding principal at 7/31/17	\$1,960,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/17	None
Outstanding principal at 7/31/17	\$35,377,675

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/17	None
Outstanding principal at 7/31/17	\$29,270,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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



Thaddeus McCormack
City Manager/Executive Director

FOR ITEM NO. 4A
PLEASE SEE ITEM NO. 6A



City of Santa Fe Springs

Water Utility Authority Meeting

August 24, 2017

NEW BUSINESS

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 7/31/17

None

Outstanding principal at 7/31/17

\$6,890,000

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

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

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

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

Thaddeus McCormack
City Manager/Executive Director

Report Submitted By: Travis Hickey
Finance and Administrative Services

Date of Report: August 18, 2017

ITEM NO. 4B



City of Santa Fe Springs

Water Utility Authority Meeting

August 24, 2017

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Well Zone 1 - Hydrogeological Services

At the April 13, 2017 City Council Meeting, Richard Slade and Associates (RCS) was awarded a contract to design a new water production well in Zone 1. Currently Staff are reviewing a final draft of the Preliminary Design Report (PDR) for the new water production well. Plans and Specifications for the wells development will be based on the final PDR. A new operating production well within Zone 1 will enhance the reliability of the water production and distribution system. The new well will offset the costly purchase of treated surface water provided to the City by the Metropolitan Water District.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II)

At the April 13, 2017 City Council Meeting a contract was awarded to G.J. Gentry (Gentry) of Upland in the amount of \$647,390.00 to perform water main line work in conjunction with the I-5 Freeway Widening Project. A Notice to Proceed was issued to Gentry to commence work on August 7, 2017. Currently, Gentry is in the process of installing a new 8-inch water main on Florence Avenue west of Fairford Avenue and on Fairford Avenue between Dollison Avenue and Florence Avenue.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Pressure Zone I and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.

FISCAL IMPACT

The Water Well Zone 1 project is funded by the Capital Improvement Plan/Utility Users Tax (UUT) Funds. The I-5 Freeway Water Main Relocation - Florence Phase II Project is funded through State Transportation Utility Agreements.



Thaddeus McCormack
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

 Date of Report: August 18, 2017

ITEM NO. 4C



City of Santa Fe Springs

City Council Meeting

August 24, 2017

APPROVAL OF MINUTES

Minutes of the July 27, 2017 Regular City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- July 27, 2017 (Regular Meeting)

Staff hereby submits the minutes for Council's approval.

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

Thaddeus McCormack
City Manager

Attachment:

Minutes for July 27, 2017



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

July 27, 2017

1. CALL TO ORDER

Mayor Rounds called the meeting to order at 6:02 p.m.

2. ROLL CALL

Members present: Councilmembers/Directors: Moore, and Zamora, Mayor Pro Tem/Vice Chair Sarno and Mayor Rounds.

Members absent: Trujillo (Excused)

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the June 22, 2017, Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

Recommendation: That the Public Financing Authority receive and file the report.

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

Ayes: Moore, Zamora, Sarno, Rounds

Nays: Trujillo (Excused)

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the June 22, 2017, Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

- d. Resolution No. 9557 – Board Member Appointment to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Recommendation: That the Water Utility Authority:

- Adopt Resolution No. 9557 appointing Frank Beach to serve as the primary Board Member and Noe Negrete, Robert Garcia and Sarina Morales-Choate to serve as alternate Board Members representing the City of Santa Fe springs with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

It was moved by Council Member Moore, seconded by Council Member Zamora, approving Item No. 4A, 4B, 4C, & 4D, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

CITY COUNCIL

5. CITY MANAGER REPORT

Jose Gomez, Assistant City Manager/Finance Director spoke about City Manager being out this week on vacation and will be back next Monday. Secondly, spoke about the damage done by a vehicle near Maggie's Pub.

6. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the June 22, 2017 City Council Meetings

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

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore, approving the minutes of the June 22, 2017 City Council Meetings, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

PUBLIC HEARING (Continued from the City Council Meeting of July 13, 2017)

7. An Agreement creating certain obligations between the City of Santa Fe Springs ("CITY") and CR&R Incorporated (CR&R), including but not limited to paying the CITY a fee based upon the total number of tons per day (TPD) of non-hazardous municipal solid waste processed at the Direct Transfer Facility (DTF) on property located at 12739 Lakeland Road (APN: APN 8011-016-022), within the M-2, Heavy Manufacturing, Zone.

Recommendation: That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter close the Public Hearing;
- Approve the Host Fee Agreement between the CITY AND CR&R;
- Authorize the Mayor or designee to sign the Host Fee Agreement.

Mayor Rounds opened the Public Hearing at 6:05 p.m.

There were no public speakers.

Mayor Round closed the Public Hearing at 6:05 p.m.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve the Host Fee Agreement between the CITY and CR&R; and authorize the Mayor or designee to sign the Host Fee Agreement, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

8. Confirmation of 2016/17 Weed Abatement Changes

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public wishing to speak on this matter; and
- Confirm the charges listed in the Los Angeles County Agricultural Commissioners 2016/2017 Weed Abatement Assessment Roll; and
- Instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Mayor Rounds opened the Public Hearing at 6:05 p.m.

There were no public speakers.

Mayor Round closed the Public Hearing at 6:05 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to confirm the charges listed in the Los Angeles County Agricultural Commissioners 2016/2017 Weed Abatement Assessment Roll; and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (excused)

NEW BUSINESS

9. Second Reading and Adoption of Ordinance No. 1088 – Repealing and Replacing the City's Purchasing Statutes, Policies and Procedures

Recommendation: That the City Council:

- Adopt Ordinance No. 1088 and repealing and replacing Sections 34.15 through 34.38 of Chapter 34, "Finance and Revenue", Title 3,

"Administration," of the Santa Fe Springs Municipal Code.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore, to adopt Ordinance No. 1088 and repeal and replace Sections 34.15 through 34.38 of Chapter 34, "Finance and Revenue", Title 3, "Administration," of the Santa Fe Springs Municipal Code, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (excused)

10. Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction

Recommendation: That the City Council:

- Authorize the disposal of fourteen (14) surplus vehicles and various obsolete furniture, supplies, and equipment items.
- Authorize the City Manager or his designee to make available furniture, supplies, and equipment to interested local schools and non-profit organizations.
- Authorize the City Manager or his designee to proceed with the disposal of vehicles & remaining furniture, supplies, and equipment at public auction.

It was moved by Council Member Moore, seconded by Council Member Zamora, to authorize the disposal of fourteen (14) surplus vehicles and various obsolete furniture, supplies, and equipment items; authorize the City Manager or his designee to make available furniture, supplies, and equipment to interested local schools and non-profit organizations; and authorize the City Manager or his designee to proceed with the disposal of vehicles & remaining furniture, supplies, and equipment at public auction, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

11. Water Well No. 12 Ground Water Treatment System – Rejection of Bids

Recommendation: That the City Council:

- Reject the bids submitted for the Water Well No. 12 Ground Water Treatment System; and
- Authorize the City Engineer to re-advertise the Water Well No. 12 Ground Water Treatment System.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to reject the bids submitted for the Water Well No. 12 Ground Water Treatment System; and authorize the City Engineer to re-advertise the Water Well No. 12 Ground Water Treatment System, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

12. SB 649 (Hueso) Contracting for Wireless

Recommendation: That the City Council:

- Give staff direction relating to a potential agreement with 5 Bars for small cell and wireless equipment marketing and licensing services.

Wayne Morell, Planning Director introduced Laurel Reimer, Planning Consultant whom presented the report on item no. 12.

Council Member Moore inquired whether they would be able to obtain a higher permit fee.

Ms. Reimer noted that the city will be able to increase the permit fee.

Council Member Moore inquired whether 5Bars would be placing their own antennas and leasing them.

Ms. Reimer noted that they would not; they would only communicate to the carriers themselves, to monitor the signal in different areas and make a note where the antennas should be placed. They would also negotiate the price with the carriers, which would allow the city to negotiate a higher fee.

Council Member Zamora inquired if the City will have the option to choose the size of the Antennas.

Ms. Reimer noted the city can dictate the location or size with a master agreement. However, if there is no agreement SB 649 has a size requirement.

Mayor Pro Tem Sarno inquired whether there is a limitation on the quantity or locations of where the antennas could be placed.

Greg Steininger, National Vice President of Communities stated that once 5Bars does the study, they will determine the best locations where the antennas could be placed. However, the study and the map would be presented to the city, so that the City could give direction as to its preferences as to location and cost. However, there will not be equipment in each street.

Mayor Pro Tem Sarno inquired whether the equipment would be placed by the poles behind the houses in Santa Fe Springs where they currently exist.

Mr. Steininger stated that the carrier will note where the best recommended places would be.

Council Member Zamora inquired whether the schools are exempted as well.

Mr. Steininger responded it is up to the city as the city will have to have their Public Works department working with 5Bars and the carriers and see what the best locations are.

Ms. Reimer noted that Socal Edison has their own master agreement and the city cannot prohibit a carrier from using a pole. However, there are poles that are located in the city that are not owned by the city, therefore the city will need to go through the utility company.

Council Member Moore inquired what is the typical length of the agreement with 5Bars.

Mr. Steininger stated it is typically 5 years and Macros is 10 years. However, the carriers will be looking to upgrade the current equipment.

Mayor Rounds inquired who made the final approval would it be Planning or City Council.

Mr. Morrell noted the master agreement would go through the city council.

Mayor Rounds inquired whether the sites would go through the Planning Commission or Planning Department.

Noe Negrete, Public Works Director noted the plans would need to be submitted for review, therefore, at staff level they would approve the location of the equipment.

Jose Gomez, Finance Director/ Assistant City Manager added that it all be in line with the terms on the Master Agreement.

Council Member Zamora suggested for the City to have a subcommittee if there is an agreement that will be brought forward for their approval.

Mayor Rounds noted that a sub-committee is not precisely needed, but at least one council that participates with staff to determine location.

Mr. Steininger added that the bill might pass in late September early October.

Mayor Pro Tem Sarno inquired whether these antenna will be strictly for data.

Mr. Steininger noted that it will support to increase data amplification such as for downloading or streaming.

Council Member Zamora inquired what other cities they are currently contracted

Mr. Steininger stated that San Bernardino, Fresno and other cities are currently contracted.

Council Member Moore noted that Sacramento agreement noted that they retained the small cells in the agreement.

Mr. Steininger stated that Sacramento wanted to be in control of the Macros, which Santa Fe Springs can do as well.

Yolanda Summerhill noted that if Council would like to proceed to look into SB649 then staff can do that.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, to give the staff direction relating to a potential agreement with 5 Bars for small cell and wireless equipment marketing and licensing services, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds

Nayes: Trujillo (Excused)

CLOSED SESSION

13. PUBLIC EMPLOYMENT

(Pursuant to Subdivision (e) of Section 54957 of the Government Code)

TITLE: City Manager

Mayor Rounds recessed the meetings at 6:31 p.m.

Mayor Rounds convened the meeting at 7:09 p.m.

CLOSED SESSION REPORT

City Attorney Yolanda Summerhill reported that at 6:37 p.m. Council met to discuss the closed session item. She noted that Council created a sub-committee that consisted of Council Member Trujillo and Mayor Rounds to interview a potential interim City Manager.

14. INVOCATION

Invocation was led by Council Member Zamora.

15. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

16. INTRODUCTIONS

- Representatives from the Chamber of Commerce:

17. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:.

- Steam Camp, July 31st & August 7th
- Concerts in the Park, Friday, August 4th at 6:30 p.m.
- Grandparent & Me Day!, Friday, July 28, 2017 at 2pm.

18. PRESENTATIONS

- a. 2017 Beautification Awards Program Recipients

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

Council Member Moore appointed Bryan Collins to the Traffic Commission; Mayor Pro Tem Sarno appointed Angel Corona to the Youth Leadership Committee.

20. ORAL COMMUNICATIONS

There were no speakers present.

21. EXECUTIVE TEAM REPORTS

- Noe Negrete, Director of Public Works, announced the Edison pole replacements. He noted it has been a while since Edison has given a summary to the Council and that they will get a report before the next meeting.
- Mayor Rounds stated that the Cranes were large, and inquired whether in a couple of months there a possibility of cracking and whether Southern California Edison will be responsible for that.
- Mr. Negrete said we can file a claim if needed.
- Mr. Negrete continued providing his report, noted the second project is at Santa Fe Springs Park handball court renovations. He noted that the final cost was \$28,000, which was a 67% savings compared to the contractor's proposal, due to doing it in-house. Lastly, the street name sign was just finished for Santa Fe Springs High School, changing the name of the entry way to "Chieftain Way".
- Wayne Morrell, Director of Planning spoke about 1) Staff is working with Fulton Village, the owner went to the city to obtain permits for 60 AC units, 2) Keeping an eye with Lakeland to make sure there were no trash, working close with Public Works.
- Dino Torres, Director of Police Services spoke about having two "Coffee with Cops": 1st at McDonald's in August, followed by a 2nd in September.
- Chief Hayward provided an updated on where the strike teams are, he noted that Bennets came back from being in a 13 day assignment; July 17, 2 strike teams went to the Whittier fire in San Luis Obsquie and San Bernardino count. It was a 7-day commitment. Went out on July 8th and came back July 18th. They had some impressive photographs; spoke about the Fire Fighter Summer Olympics, June 24 to June 29.
- Council Member Moore inquired whether the AC was fixed at the headquarters.
- Chief Hayward noted it was.
- Mr. Negrete stated that completion date is August 8th and will provide the status at the next meeting.
- Alex Tong, Director of IT services spoke about having tentatively scheduled the chamber upgrade August 28th, removing the projector, screen and TV and replacing it with 2 98 inches screen.
- Maricela Balderas, Community Services Director, spoke on next week's back to school backpack give away program at the Gus Velasco Center, which provides

supplies to needy children; she noted many of the items have been donated by city businesses, and...; she noted they are hoping to distribute around 200 backpacks; In addition, she noted that El Tepayac located at Heritage will be closing its operation, however, will be continuing to provide food for events and staff will look for potential new food vendors at the park.

The following comments were made by the City Council:

- Council Member Zamora thanked everyone that received the Beautification Awards and appreciates them taking care of their homes and thanked the Beautification committee as well for taking time on selecting these homes.
- Council Member Moore thanked staff for the recent concert (Peru concert) for the wonderful music. Thanked the Beautification committee as well.
- Mayor Pro Tem Sarno thanked everyone for the well wishes and their support.
- Mayor Rounds thanked the Beautification Committee for all their hard work.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:46 in memory of Carol Sarno.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

August 24, 2017

UNFINISHED BUSINESS

Childcare Program Classrooms – Lease Agreement Amendment

RECOMMENDATION

That the City Council take the following actions:

- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 3-Unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a rental rate of \$1,420.00/month; and
- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 6-Unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a monthly rental rate of \$2,445.00/month.

BACKGROUND

In 2009, the City executed Lease Agreements with Williams Scotsman to provide modular office complexes during the renovation of the Gus Velasco Neighborhood Center (GVNC). The Lease Agreements were for twelve (12) months. The rent for the 6-unit office complex was \$2,788.00/month. The rent for the 3-unit office complex was \$3,660.00/month.

Following the completion of the GVNC Renovation Project, the City Council authorized the relocation of the Childcare Program from the Heritage Park Office Complex to the modular units. The modular units were modified in compliance with applicable state regulations to serve as Childcare Program classrooms.

After the initial 12 months, the Lease Agreements were month-to-month. As result, the monthly rent increased over the next seven and one-half (7.5) years. The current rent for the 3-unit classroom is \$4,453.45/month (\$53,441.40/year). The current rent for the 6-unit classroom is \$4,343.66/month (\$52,123.92/year).

Pursuant to City Council direction, Staff met with Williams Scotsman to discuss options available to the City to reduce the monthly rental costs for the modular classrooms. After several meetings, Williams Scotsman proposed a two-year Lease for each of the two classrooms. The proposed rental rate for the 3-unit classroom is \$1,420.00/month (\$17,040/year). The proposed monthly rent for the 6-unit classroom is \$2,445.00/month (\$29,340.00/year). The proposed Lease Agreement also provides for Williams Scotsman to "refresh" the units at no cost to the City, including resealing the roof, painting the exterior, and servicing the ramps and decks.

Report Submitted By: Noe Negrete, Director
Department of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name of the Director.

Date of Report: August 18, 2017

ITEM NO. 7

FISCAL IMPACT

The proposed Lease Agreements will save the City approximately \$118,000.00 during the 2-year lease term as compared to the current leases.

INFRASTRUCTURE IMPACT

The proposed Lease Agreements will provide “refreshed” classrooms for the Childcare Program at no cost to the City.

CITY ATTORNEY REVIEW

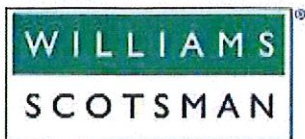
The City Attorney’s Office has reviewed the proposed agreements.



Thaddeus McCormack
City Manager

ATTACHMENT

1. Lease Agreement Amendment: 3-Unit Classroom
2. Lease Agreement Amendment: 6-Unit Classroom



An ALGECO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 555172
Equipment Serial/Complex Number: CPX-77398
Value: \$78,954.96

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 11/24/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Reseal Roof, repaint exterior of building including doors, relevel, resurface and paint steps and relevel, resurface and paint ramp.
2. The rental rate per month during the Lease Renewal Term shall be \$1,050.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24TH day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rental: \$20.00 per month / Ramp Rental \$350.00 per month.
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

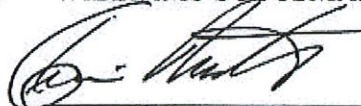
LESSEE: CITY OF SANTA FE SPRINGS

Signature: _____

Print Name: _____

Title: _____

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature:  _____

Print Name: Kevin Barron

Title: SA. Customer Administration

Date:

Date:

7-27-17



An ALGECO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 604763
Equipment Serial/Complex Number: CPX-78040
Value: \$131,591.95

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 11/30/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Reseal Roof, repaint exterior of building including doors, relevel, resurface and paint steps and relevel, resurface and paint ramp, patch and repair carpet seams.
2. The rental rate per month during the Lease Renewal Term shall be \$2,100.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24TH day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rental: \$20.00 per month / Ramp Rental \$225.00 per month / Ramp Extension \$100.00 per month
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

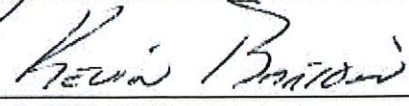
LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature:  _____

Print Name: _____

Print Name:  _____

Title:

Date:

Title:

Date:

S.O. (OVERALL ADMINISTRATION)

7-27-17



NEW BUSINESS

Bridge Preventive Maintenance Program – Approval of Cooperative Agreement with Los Angeles County

RECOMMENDATION

That the City Council take the following actions:

- Appropriate \$11,000.00 from the Capital Improvement Plan Fund to the Bridge Preventive Maintenance Program;
- Approve the Cooperative Agreement with the County of Los Angeles for the Bridge Preventive Maintenance Program (Activity 454-397-C383);
- Find that that pursuant to Section 15301(c) (Existing Facilities) of the California Environmental Quality Act (CEQA), the Bridge Preventive Maintenance Program project is considered to be a Categorically Exempt project, and therefore, no other environmental document is required by law; and
- Authorize the Mayor to execute said agreement.

BACKGROUND

The County has prepared a Cooperative Agreement which provides for the County to perform preliminary engineering and administer the construction contract for preventive maintenance work on two bridges that are jurisdictionally owned (partially) by the City; and for the City and County to finance their respective shares of the project cost. The bridges included in this project are the Imperial Highway over Coyote Creek Bridge and the Slauson Avenue Bridge over the San Gabriel River. The estimated total project cost is \$119,000 with the City's share of the project cost estimated to be \$11,000. The final City share of the cost will be based upon a final accounting after completion of the project.

The County has determined this project to be categorically exempt from the provisions of the California Environmental Quality Act and City staff concurs that this project is categorically exempt and is requesting the Council's concurrence.

FISCAL IMPACT

The estimated project cost for this work is \$11,000.00. Appropriate \$11,000.00 from the Capital Improvement Plan Fund to the Bridge Preventive Maintenance Program (Activity 454-397-C383). If the final accounting of the project is higher than the budgeted amount, the City will be responsible for its appropriate share of the costs.

INFRASTRUCTURE IMPACT

This project will extend the service life of the bridges on Imperial Highway over Coyote Creek and Slauson Avenue over the San Gabriel River.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed agreement.



Thaddeus McCormack
City Manager

ATTACHMENTS:

1. Cooperative Agreement
2. Location Map

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, it is of general interest to CITY and COUNTY to extend the service life of the Slauson Avenue over San Gabriel River and Imperial Highway over North Fork Coyote Creek bridges; and

WHEREAS, CITY and COUNTY propose to perform one-time only preventive maintenance work on the existing bridges listed above (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the National Highway Performance Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Hundred Twenty-Four Thousand and 00/100 (\$119,000.00) with Federal funding reimbursement estimated to be One Hundred Eight and 00/100 Dollars (\$108,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Sixteen Thousand and 00/100 Dollars (\$11,000.00), by depositing Sixteen Thousand and 00/100 Dollars (\$11,000.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the National Highway Performance Program and/or Surface Transportation Program.

- g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be Sixteen Thousand and 00/100 (\$11,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Slauson Avenue over San Gabriel River and Imperial Highway over North Fork Coyote Creek bridges, as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT subject to obtaining CITY's approval as ~~required~~ stated in Section 3.c below.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and

overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to accept full and complete ownership of PROJECT, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto. Notwithstanding the foregoing, prior to awarding the contract for construction, COUNTY shall inform CITY and provide an estimate of CITY's LOCAL COST OF PROJECT via electronic mail and allow seven (7) working days for CITY to adjust its budgeted amount accordingly.
- e. To furnish CITY within one hundred eighty (180) calendar days after final reimbursement received from Caltrans, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- f. To require construction contract to name CITY as an additional insured for the PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement

received under the National Highway Performance Program and/or Surface Transportation Program.

- b. If CITY'S PAYMENT as set forth in paragraph (2) b above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S PAYMENT, as set forth in paragraphs (2) b above, CITY shall pay to COUNTY the additional amount upon demand to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the sum of CITY'S PAYMENT, COUNTY shall remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified 30 days prior by written notice..

h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
P.O. Box 2120
Santa Fe Springs, 90670-2120

COUNTY: Mr. Mark Pestrella
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or

omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the

authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32080 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA FE SPRINGS on **August 24, 2017**, and by the COUNTY OF LOS ANGELES Acting Director of Public Works on _____, 2017.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF SANTA FE SPRINGS

By _____
Mayor

ATTEST:

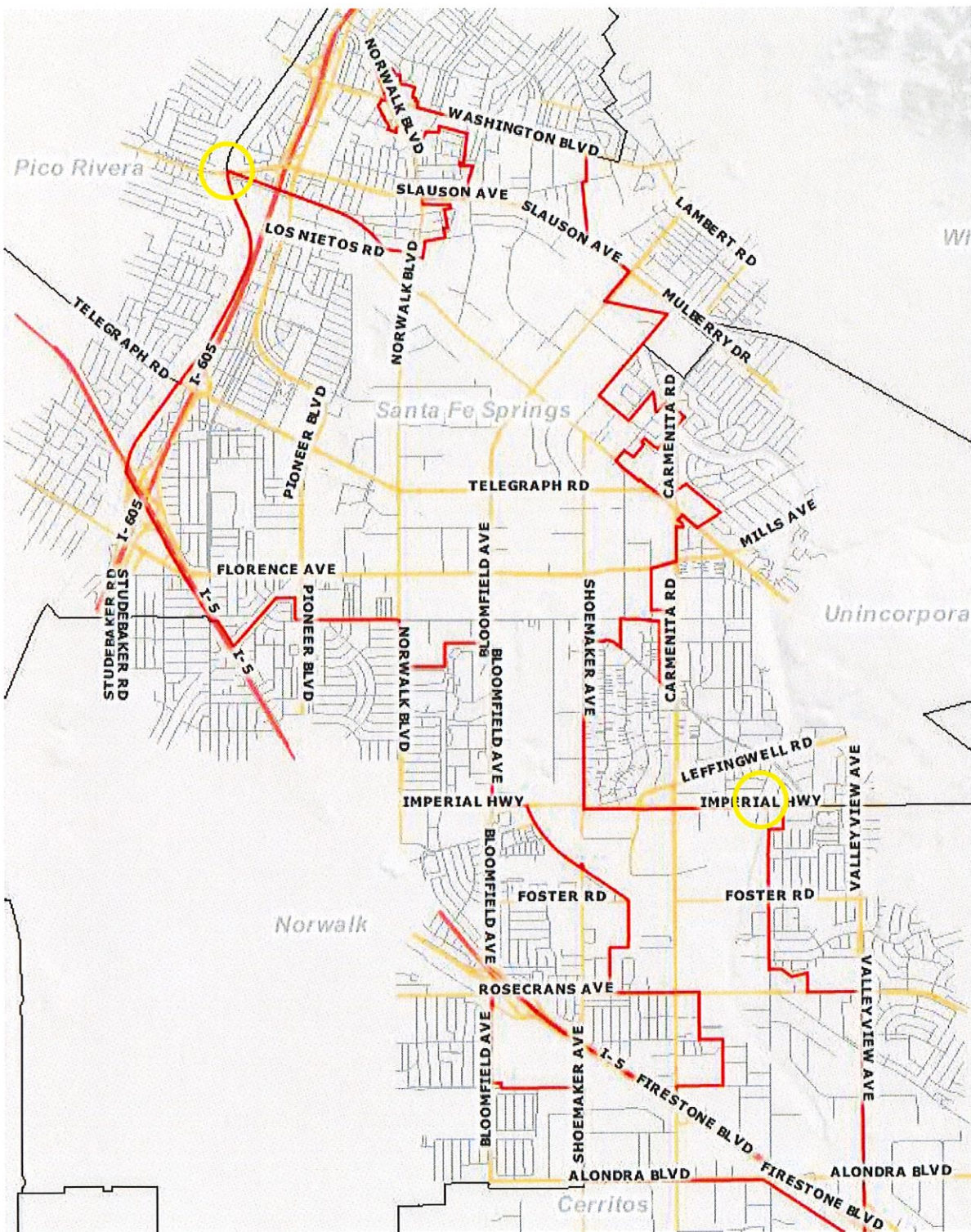
By

City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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PROJECT LOCATION MAP



City of Santa Fe Springs

City Council Meeting

August 24, 2017

NEW BUSINESS

Slurry Sealing Various City Streets (FY 2017/18) - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

- Approve adding the Slurry Sealing Various City Streets (FY 2017/18) to the Capital Improvement Plan;
- Appropriate \$235,000 from Utility Users Tax Funds to the Slurry Sealing Various City Streets (FY 2017/18) Project, (Activity No. 454-397-C385);
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

Slurry sealing involves the creation of a mixture of asphalt emulsion and fine crushed aggregate that is spread on the surface of a road. This project will extend the life of existing pavement by protecting the undersurface from wear through traffic and weather. Staff is recommending to slurry seal 36 residential streets. A complete listing of the proposed streets is attached. It should be noted that the majority of the streets slated for slurry sealing at this time are consolidated in an area west of Pioneer and south of Telegraph. This is because the last slurry seal project, which was completed in June 2012, included projects in the area bounded by north of Telegraph Road, east of Orr and Day Road, south of Los Nietos Road and west of Arlee Road.

The total estimated cost of the Slurry Sealing Various City Streets (FY 2017/18) is approximately \$235,000.00 and includes construction, engineering, inspection, overhead and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area; however due to the fluctuations in the cost of oil, the proposed list of streets to be slurry sealed may need to be reduced to accommodate the project budget or an additional appropriation of funds may be required to slurry seal all of the proposed streets. The final list of streets to be slurry sealed will be evaluated after the bids are opened.

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

FISCAL IMPACT

Staff recommends that the City Council appropriate \$235,000 from the Utility Users

Report Submitted By: Noe Negrete, Director Date of Report: August 18, 2017
Department of Public Works

ITEM NO. 9

Tax for the Slurry Sealing Various City Streets (FY 2017/18) project (Activity No. 454-397-C385). The project can be funded from the savings realized (\$235,000) from the recently completed Bartley Avenue and Parkmead Street Improvement Projects.

INFRASTRUCTURE IMPACT

Preventative maintenance extends the service life of the pavement and is more cost effective than corrective maintenance.

A handwritten signature in blue ink, appearing to read 'Thaddeus McCormack', is positioned above the printed name.

Thaddeus McCormack
City Manager

Attachments:

1. Slurry Seal Various Residential Streets FY 2017/2018 Matrix
2. Slurry Seal Various Residential Streets FY 2017/2018 Site Plan

**SLURRY SEAL VARIOUS RESIDENTIAL STREETS
FY 2017/18 MATRIX**

NO.	STREET	START	Cul-de-sac
1.	Clarkman St	Cul-de-sac	Longworth Ave
2.	Elgrace St	Cul-de-sac	Longworth Ave
3.	Elkhurst St	Cul-de-sac	Longworth Ave
4.	Garetal St	Cul-de-sac	Longworth Ave
5.	Glenworth St	Cul-de-sac	Longworth Ave
6.	Harvest Ave	Cul-de-sac	Syringa St
7.	Hollyhock Ave	Cul-de-sac	Orr & Day Rd
8.	Idalene St	Cul-de-sac	Longworth Ave
9.	Joslin St	Cul-de-sac	Longworth Ave
10.	Longworth Ave	Syringa St	Clarkman St
11.	Harvest Ave	Davenrich St	Dunning St
12.	Harvest Ave	Dunning St	Clarkman St
13.	Orr & Day Rd Frontage Road	Davenrich St	Dunning St
14.	Orr & Day Rd Frontage Road	800' N/O Clarkman St	Clarkman St
15.	Orr & Day Rd Frontage Road	Clarkman St	Longworth Ave
16.	Parkmead St	Cul-de-sac	Longworth Ave
17.	Syringa St	Longworth Ave	Harvest Ave
18.	Alburtis Ave	Telegraph Rd	Dunning St
20.	Davenrich St	Orr & Day Rd	Flallon Ave
21.	Dunning St	Flallon Ave	Pioneer Blvd Frontage Road
22.	Elkhurst St	Roseton Ave	Jersey Ave
23.	Flallon Ave	Davenrich St	Garetal St
24.	Gard Ave	Joslin St	Cul-de-sac
25.	Garetal St	Flallon Ave	Pioneer Blvd Frontage Road
26.	Glenworth St	Jersey Ave	Pioneer Blvd Frontage Road
27.	Idalene St	Flallon Ave	Pioneer Blvd Frontage Road
28.	Pioneer Blvd Frontage Road	105' N/O Dunning St	Glenworth St
29.	Roseton Ave	Joslin St	Davenrich St
30.	Summer Ave	Davenrich St	Joslin St
31.	Telegraph Rd Frontage Road	Jersey Ave	Alburtis Ave
32.	Placita Pl	Cul-de-sac	Pioneer Blvd
33.	Navojoa Pl	Cul-de-sac	Pioneer Blvd
34.	Bartley Ave	Mersin Pl	Navajo Pl
35.	Mersin Pl	Cul-de-sac	Pioneer Blvd
36.	Flossmoor Rd	Cul-de-sac	Orr & Day Rd

SITE PLAN





NEW BUSINESS

Renewal of the Care Ambulance Services, Inc. Emergency Transport and Billing Services Agreement.

RECOMMENDATIONS

That the City Council authorize the Mayor to execute an agreement between the City of Santa Fe Springs and Care Ambulance Services, Inc. for emergency transport and billing services effective July 1, 2017 through June 30, 2027.

Background

The current agreement for Basic and Advanced Life Support Transport and Billing Services between the City of Santa Fe Springs and Care Ambulance Services, Inc. expired May 31, 2016 and was extended in June of 2016 per City Council action as explained below.

This agreement between the City and Care Ambulance Services, Inc. mirrors the same time period as the agreement between the Los Angeles County Department of Health Services (DHS) and Care Ambulance Services, Inc. to provide service to Exclusive Operating Area 5 in which the City of Santa Fe Springs is currently assigned to. The Department of Fire-Rescue was notified in May of 2016 by the Department of Health Services (DHS) that the County Board of Supervisors approved an extension of the term of their current agreements to allow additional time to complete an RFP process. Because of this extension, in June of 2016, the City Council authorized the extension of the City's current agreement with Care Ambulance, Inc. while the Department of Health Services (DHS) completed their Request for Proposal (RFP) process.

The Los Angeles County Department of Health Services (DHS) is held responsible for the provision of "Emergency Ambulance Transportation Services 9-1-1 Response" to all residents of Los Angeles County. As a result, DHS created nine Exclusive Operating Areas (EOA) for contract Ambulance Operators, as authorized by Health and Safety Code Section 1797.224. Santa Fe Springs is currently assigned to EOA 5.

The Department of Health Services completed a Request for Proposals (RFP) to solicit bids for an agreement for Emergency Ambulance 9-1-1 response for each EOA. Typically, the Department of Health Services completes this process every ten years in which a new RFP is prepared and contracts are awarded. The term of the new agreement shall be July 1, 2017 through June 30, 2027 commencing upon execution by the Director or his/her designee as authorized by the Board of Supervisors.



City of Santa Fe Springs

City Council Meeting

August 24, 2017

Care Ambulance Services, Inc. participated in the RFP process and was once again awarded the contract for EOA 5 which includes the jurisdiction fire departments of the City of Santa Fe Springs, City of Montebello, City of La Habra Heights and the Los Angeles County Fire Department.

This separate transport and billing services agreement between the City of Santa Fe Springs and Care Ambulance Services, Inc. states Care Ambulance is the provider of ambulance transport and related billing services for the City of Santa Fe Springs. In the agreement it states the City will receive revenue from Care Ambulance during situations where a patient is transported in a basic life support ambulance and the ambulance crew is supplemented by a City of Santa Fe Springs Department of Fire-Rescue Firefighter/Paramedic. The revenue received is the difference between what Care Ambulance charges for an Advanced Life Support (ALS) transport versus what would have been paid for a Basic Life Support (BLS) transport. This rate is set annually by the Los Angeles County Emergency Medical Services Agency. Care Ambulance Services, Inc. provides and collects all transport billing services including billing and collection for the City's Emergency Medical Assessment fee at no charge.

Fiscal Impact

The result of not entering into the transport and billing services agreement will result in reduced revenues provided by Care Ambulance for Advance Life Support (ALS) services rendered by City of Santa Fe Springs Fire-Rescue Firefighter/Paramedic personnel.

City Attorney Review

The City Attorney's Office has reviewed the agreement and made certain revisions that are incorporated into the attached agreement.

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

Thaddeus McCormack
City Manager

Attachment(s)

Care Ambulance Advanced Life Support Pass-through and Billing Services Agreement, effective July 1, 2017 through June 30, 2027.
Exclusive Operating Area 5 - Map

AGREEMENT

THIS AGREEMENT, dated for purpose of identification only this _____ day of _____, 2017, is made and entered into by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation, hereinafter referred to as "SANTA FE SPRINGS," and CARE AMBULANCE SERVICE, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, COUNTY OF LOS ANGELES issued a Request for Proposals for Emergency Medical Transportation and Related Services, attached hereto and incorporated herein by reference as Attachment A, to obtain an exclusive primary provider of ambulance transport services for the City of Santa Fe Springs and other adjacent cities; and

WHEREAS, CONTRACTOR submitted a Response to the County of Los Angeles' Request for Proposal for Emergency Medical Transportation and Related Services, attached hereto and incorporated by reference as Attachment B, that was accepted by the County of Los Angeles; and

WHEREAS, CONTRACTOR is an ambulance provider that is fully licensed and otherwise qualified to perform the work required by this Agreement; and

WHEREAS, SANTA FE SPRINGS desired to utilize the services of CONTRACTOR to provide ambulance transport and related billing services in accordance with all applicable laws.

SECTION 1. SCOPE OF SERVICES

The details of the services to be provided by CONTRACTOR to SANTA FE SPRINGS are described in detail in the Request for Proposals for Emergency Medical Transportation and Related Services (Attachment A) and Response to the County of Los Angeles' Request for Proposal for Emergency Medical Transportation and Related Services (Attachment B).

SECTION 2. BILLING

CONTRACTOR agrees to identify code, bill and collect all fees on behalf of SANTA FE SPRINGS for emergency response services rendered by SANTA FE SPRINGS. Such fees shall only apply to those patients not covered under the paramedic subscription plan offered and administered by SANTA FE SPRINGS. SANTA FE SPRINGS agrees to provide, in the format of its choice, as is reasonably to contractor, the necessary information for the CONTRACTOR to determine which patients are not covered under the subscription plan and, therefore, subject to billing on behalf of SANTA FE SPRINGS. CONTRACTOR further agrees that all amounts billed and collected on behalf of SANTA FE SPRINGS will be separately identified within the accounting records in sufficient detail to allow for verification by SANTA FE SPRINGS pursuant to Section 8 entitled "AUDITS" and that such records will be retained for the current year of operation and for the six (6) years thereafter. CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of SANTA FE SPRINGS during the immediately preceding calendar month, less any setoff amounts owed by SANTA FE SPRINGS TO CONTRACTOR. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise reasonably directed by SANTA FE SPRINGS.

The services covered by this Agreement include situations where a patient is transported in a basic life support ambulance of CONTRACTOR and the ambulance crew is supplemented by the SANTA FE SPRINGS paramedic. CONTRACTOR shall bill patients or their insurance service for ALS service.

Upon receipt of payment by the patient or third party payers, CONTRACTOR shall pay SANTA FE SPRINGS the difference between what was paid for ALS transport versus what would have been paid for BLS transport.

SANTA FE SPRINGS is only entitled to be reimbursed for use of its paramedic when a paramedic is actually provided and a paramedic is medical necessary due to the condition of the patient.

If after payment is made by CONTRACTOR to SANTA FE SPRINGS, an overpayment is assessed against CONTRACTOR by any third party payer claiming ALS (i.e., the paramedic) was not medically necessary, SANTA FE SPRINGS shall refund to CONTRATOR the amount of such overpayment, whether calculated individually or through statistical sampling.

To the extent permitted by law, SANTA FE SPRINGS shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Prehospital Care Report form completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.

SECTION 3. COMPLIANCE WITH LAWS.

In the performance of this Agreement, CONTRACTOR shall abide by and conform to (and shall ensure that CONTRACTOR'S employees, agents and representatives, if any, shall abide by and conform to) any and all applicable laws, statutes, safety rules, regulations and practices of the United States, the State of California, the Charter and Ordinances of the City of Santa Fe Springs, and any other local laws. Such compliance includes, but is not limited to, the California Health and Safety Code, the California Vehicle Code, the County of Los Angeles Department of Health Services policies and procedures.

SECTION 4. LAWS GOVERNING CONSTRUCTION OF TERMS.

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Los Angeles, State of California.

SECTION 5. DISPUTES BETWEEN CONTRACTOR AND SANTA FE SPRINGS

Either party hereto may give the other party written notice of any dispute with respect to this Agreement. Upon receipt of such notice, the parties shall meet and confer in good faith to attempt to resolve such dispute. The SANTA FE SPRINGS Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event

that such dispute cannot be resolved by the parties within 30 days, any such dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with California Code of Civil Procedures Sections 1280 et. seq and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected from JAMS and arbitration shall be conducted in accordance with JAMS' current rules for streamlined arbitration. Notwithstanding any other provision of this Agreement, in the case of a dispute involving a claim for equitable relief, a court with equitable jurisdiction may grant temporary restraining orders and preliminary injunctions to preserve the status quo existing before the events which are the subject of the dispute. Any final equitable or other relief shall be ordered in the arbitration proceeding. During the arbitration, each party shall pay an equal share of the fee and expenses of any arbitrator and any administrative fee of JAMS. The prevailing party shall be entitled to an award of reasonable attorney' fees, costs, and expenses, including the costs of appeal incurred by the prevailing party, in addition to all other remedies and relief to which the substantially prevailing party may be entitled.

SECTION 6. ASSIGNMENT AND DELEGATION

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of SANTA FE SPRINGS, which consent may be withheld with impunity by SANTA FE SPRINGS. Any attempted assignment or delegation in derogation of this paragraph shall be void.

SECTION 7. INSURANCE & INDEMNITY

A. Insurance Requirements

CONTRACTOR will at all times during the term of this Agreement, will provide evidence of, carry, maintain and keep in full force and effect, the following minimum scope of insurance to SANTA FE SPRINGS:

1. Commercial General Liability Insurance in an amount not less than \$3,000,000 per occurrence written on an occurrence form. If the policy carries an annual aggregate, such aggregate must be in an amount not less than \$6,000,000 per occurrence.

2. Ambulance Medical Malpractice Insurance in an amount not less than \$3,000,000 per occurrence. If the policy carries an annual aggregate such aggregate must be in an amount of not less than \$6,000,000 per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage required above provided, however, if the insurance coverage so structured the combined coverage must be in an amount not less than \$5,000,000 per occurrence with an annual aggregate of not less than \$10,000,000.

3. Comprehensive Business Automobile Liability Insurance in an amount not less than \$3,000,000 per occurrence covering owned, non-owned and hired vehicles written on an occurrence form. If the policy carries an annual aggregate, such aggregate will be in an amount not less than \$6,000,000 per occurrence.

4. Workers' Compensation and Employers Liability Insurance in a statutory amount for workers compensation and in an amount not less than \$1,000,000 for employers' liability. This insurance must contain a waiver of subrogation clause in favor of SANTA FE SPRINGS and its and officers, officials, employees and agents.

Contractor will also comply with the following requirements:

5. If the above required insurance coverage does not provide for an annual aggregate which is twice the per-occurrence limit in the alternative the insurance policy(ies) must be amended by (by appropriate ISO endorsements) so that the policy limits apply solely to this Agreement.

6. The above required liability insurance will be in a form which supports coverage for the provisions of the indemnification clause required under this Agreement including a claim brought against the City and/or LACoFD for the injury to, or death of an employee or agent of Contractor.

7. In the event of a claim(s) against the above-referenced liability policies which reasonably may deplete on half or more of the aggregate limits, Contractor must immediately notify City. In the event a claim(s) against the above-referenced liability policies

which are reasonably expected to deplete 90% of the aggregate limits, Contractor will, at Contractor's expense, reinstate the aggregate limits at least to an amount equal to one half of the face amount of the aggregate limits on the policies.

8. All insurance required herein must be written by insurers admitted to do business in the State of California, rated A, Class X, or better in the most recent Best's Key Insurance Rating Guide. If Contractor can demonstrate to the City's satisfaction that coverage is not available in the admitted market, City, in its sole and absolute discretion, may be willing to consider coverage provided through a surplus line carrier. In such case, insurer providing the surplus line coverage must be represented by a California licensed surplus line broker, must be on the California list of eligible surplus line insurers, and must be rated A, Class X or better in the most recent Best's Key Insurance Rating Guide.

9. No insurance required herein will provide for a deductible in excess of \$5,000 or a self-insured retention in any amount without prior written consent of the City and the granting or denying of such consent will be at the sole and absolute discretion of the City.

B. Insurance Endorsements

1. All insurance required herein must be endorsed to state that Coverage will not be suspended, voided, canceled, reduced in coverage or limits except after thirty (30) days, prior to written notice to the City by certified mail, return receipt requested.

2. The liability policies required herein, except for professional liability (if a stand above coverage) and employer's liability must, by endorsement contain the following provisions.

a. "The City of Santa Fe Springs and their respective officers, officials, employees, representatives, and designated volunteers are hereby declared to be additional insureds as respects the operations, activities work errors or omissions of the named insured arising out of or in connection with any contract or agreement with the City of Santa Fe Springs."

b. This insurance is primary to and will not contribute with, any insurance or self- insurance maintained by the City of Santa Fe Springs or any of the designated additional insureds.

c. This insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Worker's Compensation policies must be endorsed to state that the insurer waives all rights of subrogation against the City of Santa Fe Springs and its officers, officials, agents employees and volunteers for losses arising from work performed by the Contractor under this Agreement.

D. All insurance coverages will be confirmed by execution of endorsements and certificates of insurance. Contractor is required to file the completed policy endorsements and certificates with City of Santa Fe Springs on or before the Effective Date of this Agreement and to thereafter maintain current endorsements on file with the City. The completed endorsements and certificates of insurance are subject to the approval of City.

E. Nothing in this section will be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in this Section or the extent to which Contractor may be held responsible for payments of damages to persons or property.

F. Alternate forms of insurance that meet the above requirements must be approved by the City of Santa Fe Springs's Risk Manager prior to beginning any work under this Agreement.

B. Indemnification

CONTRACTOR agrees to indemnify, defend (at SANTA FE SPRINGS option) and hold harmless SANTA FE SPRINGS, their officers, agents, employees, representatives and SANTA FE SPRINGS-designated volunteers from and against any and all claims, demands, defense costs, actions, litigation, liability, or consequential damages of any kind or nature arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by CONTRACTOR and/or its employees, officers, representatives and agents, products,

suppliers and subcontractors, except only those which arise out of the sole, active negligence of SANTA FE SPRINGS.

SANTA FE SPRINGS agrees to indemnify, defend (at CONTRACTORS option) and hold harmless CONTRACTOR, their officers, agents, employees, representatives and CONTRACTOR-designated volunteers from and against any and all claims, demands, defense costs, actions, litigation, liability, or consequential damages of any kind or nature arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by SANTA FE SPRINGS and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, except only those which arise out of the sole, active negligence of CONTRACTOR.

SECTION 8. AUDITS

A. At any time during normal business hours, and with minimal interruption and in convenience to CONTRACTOR'S business operations, and as often as may reasonably be deemed necessary, SANTA FE SPRINGS' representatives may observe CONTRACTOR's business office operations and CONTRACTOR shall make available to SANTA FE SPRINGS for its examination, its records with respect to all matters covered by this Agreement, and SANTA FE SPRINGS may audit, examine, copy and make excerpts or transcripts from such records, records of personnel, daily logs, conditions of employment, and other data, including but not limited to financial records, related to all matters covered by this Agreement SANTA FE SPRINGS' representatives may, at any time and without notification, directly observe the CONTRACTOR's operation of the ambulance dispatch center, and a SANTA FE SPRINGS representative may ride as "observer" on any of the CONTRACTOR's ambulance units at any time.

B. SANTA FE SPRINGS' right to observe and inspect operations or records in CONTRACTOR's business office shall be restricted to normal business hours and reasonable notification shall be given CONTRACTOR in advance of any such visit.

SECTION 9. INDEPENDENT CONTRACTOR

The performance of CONTRACTOR's services hereunder shall be in the capacity of an independent contractor and not as an officer, agent, or employee of SANTA FE SPRINGS. CONTRACTOR agrees that SANTA FE SPRINGS shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and CONTRACTOR agrees that he shall not sue or file a claim, petition or application relative to any of the above against SANTA FE SPRINGS or any of its officers, employees, agents, representatives or sureties.

SECTION 10. COMPENSATION TO CONTRACTOR

A. CONTRACTOR will not be compensated by SANTA FE SPRINGS for its services under this Agreement, except that CONTRACTOR may bill for ambulance service necessitated by work related injuries of SANTA FE SPRINGS employees. CONTRACTOR will bill patients for services provided in accordance with rates established by the County of Los Angeles.

B. SANTA FE SPRINGS assumes no financial liability for the cost of services to be provided to patients pursuant to this Agreement, including financial liability for the cost of dry runs (non-transports).

C. Pursuant to 42 USC Sections 1320-a-7b (b), as consideration for CONTRACTOR's agreement to provide billing services for SANTA FE SPRINGS, SANTA FE SPRINGS shall provide CONTRACTOR with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties acknowledge that the total value of the services rendered by CONTRACTOR to SANTA FE SPRINGS for billing services and the value of services rendered by SANTA FE SPRINGS to CONTRACTOR under this Agreement for dispatching services are impractical to determine with any reasonable degree of specificity. Consequently, the parties agree that the value of the services each party renders to the other under this Paragraph 9C shall be deemed equivalent and neither party shall owe the other party any further monetary consideration.

SECTION 11. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute may be given by SANTA FE SPRINGS by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to CONTRACTOR at CONTRACTOR's address set forth below or any new address provided by CONTRACTOR in writing to SANTA FE SPRINGS. Service of said notice or demand on CONTRACTOR shall be complete five (5) days after deposit of said notice or demand in the mail. Any notice or demand required or permitted by the terms of this Agreement or by any law or statute may be given by CONTRACTOR by delivering said notice or demand to SANTA FE SPRINGS at: 11710 E. Telegraph Road, Santa Fe Springs, CA 9070. Attention: City Clerk. Service of said notice or demand shall be complete when received at the Office of the City Clerk. A copy of said Notice shall also be mailed to the Santa Fe Springs Fire Chief, at 11300 Greenstone Avenue, Santa Fe Springs, CA 90670

SECTION 12. TERM

The Agreement shall become effective on July 1, 2017 and continue in full force and effect through June 30, 2027.

Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement, at any time, with or without cause, by giving at least thirty (30) days prior written notice thereof to the other.

Notices and communications regarding this Agreement shall be sent to the following addresses:

SANTA FE SPRINGS

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: City Clerk

CONTRACTOR

Care Ambulance Service, Inc.
1517 W. Braden Court
Orange, CA 92868

A.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF SANTA FE SPRINGS

A municipal corporation

By: _____
Mayor

DATE OF EXECUTION:

ATTEST:

City Clerk
"SANTA FE SPRINGS"

CARE AMBULANCE SERVICE, INC.,
A California Corporation

DATE OF EXECUTION:

By: _____
Printed Name: _____
Title: _____
"CONTRACTOR"

**Emergency Ambulance Transportation
Services 9-1-1 Response
EOA 5 - Los Angeles County Fire Department
and The Jurisdiction Fire Departments of
Cities of La Habra Heights,
Santa Fe Springs and Montebello**

Cohort: 01/01/2014 -12/31/2014

BOUNDARIES:

- Northern: Los Angeles City Limit,
Unincorporated Area
- Western: Los Angeles City Limit,
Vernon City Limit,
Southgate City Limit,
Downey City Limit,
Paramount City Limit
- Southern: Long Beach City Limit
- Eastern: Orange County Line

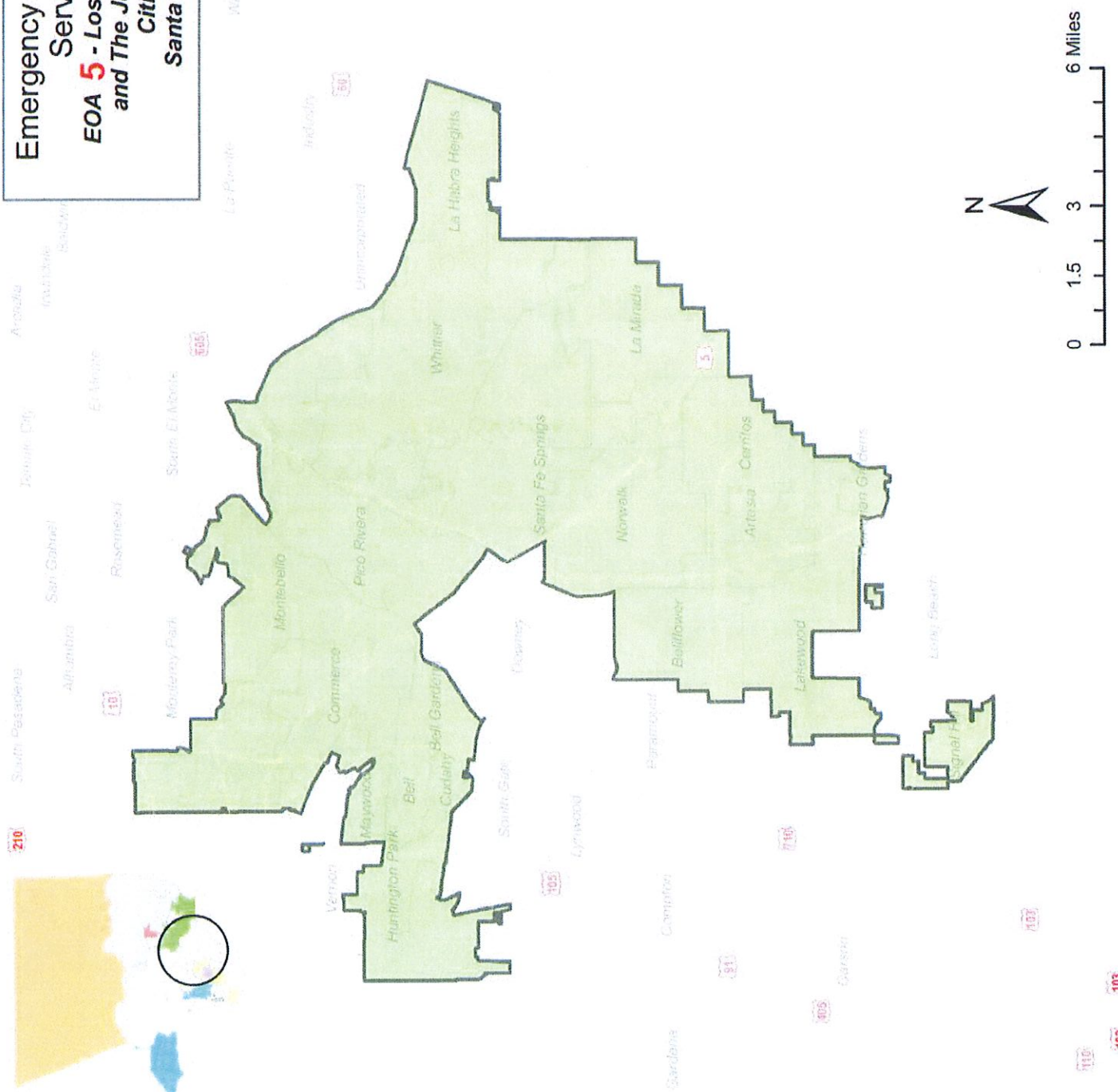
DEMOGRAPHIC DATA:

Population: 1,254,632
% Below Poverty: 15.3%
Incident: 65,038 (Rate: 5.18%)
ALS (% per inc): 26,117 (40.16%)
BLS (% per inc): 22,773 (35.01%)
Non Transport (% per inc):
16,148 (24.83%)
Estimated County Responsible
Transports: 8,680

Sources:

*Incident Data: Los Angeles
County Fire Department,
La Habra Heights,
Santa Fe Springs
Montebello

*Population and poverty data:
2010 Census data





City of Santa Fe Springs

City Council Meeting

August 24, 2017

NEW BUSINESS

Restructuring of Department of Police Services' Staffing due to Retirement of Program Coordinator.

RECOMMENDATION

That the City Council authorize the City Manager to reclassify one full-time Program Coordinator to one full-time Administrative Clerk II and reclassify two (2) PSO Apprentice positions to Part-time PSO in the Department of Police Services.

BACKGROUND

The proposed staffing modification to the Family and Youth Intervention Program (FYIP) is necessary to fulfill operations issues within the Department of Police Services. Currently, FYIP has one full-time Program Coordinator vacancy due to a retirement. As a result, staff carefully reviewed the services provided by the intervention team over the past few months in order to determine if it could continue to meet the City's ongoing needs. In doing so, staff realized that the Program Coordinator position functions can and are being satisfactorily absorbed by existing personnel within the FYIP and the Department of Police Services.

At the same time, staff reviewed the Police Services overall operational needs keeping two things in mind; improving service and controlling long term costs. Our review revealed a need for additional administrative and clerical support for day-to-day operations and the more complex and specialized duties at the Police Services Center. With this in mind, the position of Administrative Clerk II would improve service and increase operational output by supporting supervisory staff and providing the public with the service required.

Lastly, over the last six years the Department has successfully transitioned from a more silo-based staffing model that comprised all full-time Public Safety Officers to a more contemporary and "nimble" organization of four full-time (4) Lead Supervisors and twelve (12) part-time staff. The complement of part-timer PSOs (Regular/Apprentice) is currently 7/5 (7 Regular PSOs, 5 Apprentices). Staff is recommending to the Council to reclassify two (2) part-time apprentice positions to that of part-time PSO, which would be done through an internal recruitment process amongst the existing Apprentices. This would improve overall retention of part-time staff, improve morale, reduce the amount of time spent training, and inch the PSO program to that consisting of one part-time classification in line with other public safety organizations.

The Department of Police Services will continue to review its organizational structure in a priority-based manner, keeping in mind the need to provide the best service possible to its constituents. Additionally, it will look for creative means to

Report Submitted By:

Dino Torres, Director
of Police Services

Date of Report: August 18, 2017

ITEM NO. 11

bolster productivity without increasing the budget.

FISCAL IMPACT

The total budget, including salary and benefits, of the vacant Program Coordinator position is approximately \$88,300.

The total annual budget impact, including salary and benefits for a full-time Administrative Clerk II is approximately \$65,400.

The total annual budget impact to move two (2) PT Apprentices to that of PT PSO is approximately \$20,200.

The cost figures above include assumptions involving various insurance elections, pay incentives, step increases, etc. The overall first-year budget savings is conservatively estimated to be approximately \$2,700. The overall long-term budget impact is expected to be cost-neutral.



Thaddeus McCormack
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

August 24, 2017

NEW BUSINESS

Request Approval to Donate a Department of Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department

RECOMMENDATION

That the City Council authorize the donation of a Fire-Rescue Air & Light vehicle to the City of Navojoa Fire Department.

BACKGROUND

The Department of Fire Rescue has a surplus 1988 Air & Light vehicle (Unit 828). The City Council authorized the replacement of this vehicle at the July 13, 2017 City Council meeting. The vehicle is nearly 30 years old and out of service due to the compressor and generator being inoperable. Replacement parts for the vehicle's compressor and generator are not available due to the age of the vehicle.

In discussions with the Fire Chief of Navajoa, he stated they currently have an older Air & Light Unit that is inoperable and equipment could be transferred to the newer unit for the transport of air bottles and related equipment to an emergency incident.

<u>Unit</u>	<u>Year</u>	<u>Dept.</u>	<u>Make/Model</u>	<u>VIN#</u>	<u>Mileage</u>
828	1988	Fire	Super Vac	1GBM7D1G9HV107907	12,827*

*The mileage appears low due to the fact the vehicle is a specialty unit and dispatched only by request to incidents mainly in the City of Santa Fe Springs. At each incident the vehicle will operate between 2-10 hours which is not indicated by the odometer or an hour meter.

FISCAL IMPACT

All costs to transport the vehicle will be paid for by the City of Navojoa.

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

Thaddeus McCormack
City Manager

ATTACHMENT(S)

Photo of 1988 Super Vac Air & Light Unit





City of Santa Fe Springs

City Council Meeting

August 24, 2017

NEW BUSINESS

Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Command Vehicle Purchased with Community Development Block Grant Funds (CDBG).

RECOMMENDATION

The City Council may want to call upon Fire Chief Mike Crook to assist with the presentation.

BACKGROUND

The City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a Department of Housing & Urban Development (HUD) entitlement program administered by the Los Angeles County Community Development Commission (LACDC). Pursuant to City Council authorization, Staff applied for and received funding in the amount \$215,036 to purchase and equip a Fire Rescue Command Vehicle. \$2,321.32 was used from Fire-Rescue's FY 2016-17 equipment budget to fund the total cost of the vehicle at \$217,357.32.

The cost of the vehicle was \$141,212.80. Following a competitive bid process, the vehicle was purchased from McPeck's Dodge of Anaheim. The vehicle was assembled per specifications provided by the City's Fire and Rescue Department. The vehicle took approximately 9 months to assemble and was delivered on August 3, 2017.

Following the vehicle procurement process, Fire and Rescue Department Staff initiated the procurement process for the required radio and mobile data communication (MDC) equipment. The total cost of the communication equipment for the Command Vehicle was \$76,144.52.

The Command Vehicle is an important addition to the Fire and Rescue Department's emergency response vehicle fleet and will be utilized at the scene of emergency incidents by the City's on-duty Battalion Chief. The vehicle was placed into service on August 14, 2017.

The Department of Fire and Rescue Staff would like to acknowledge their appreciation for the support provided by the LACDC Staff, particularly Mr. Scott Stevenson, Director of Community Development, and Mr. Jeffrey Badre, Program Manager, Community Development Division.

As part of the August 24, 2017 City Council meeting, the Command Vehicle will be on display at the west City Hall entrance area for the City Council and the public to get a close-up view.

Report Submitted By: Fire Chief Michael Crook
Department of Fire-Rescue

Date of Report: August 18, 2017

ITEM NO. 13



City of Santa Fe Springs
City Council Meeting

August 24, 2017

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

Thaddeus McCormack
City Manager

Attachments:
Photo of Command Vehicle





City of Santa Fe Springs

City Council Meeting

August 24, 2017

NEW BUSINESS

SB 649 (Hueso) Contracting for Wireless

RECOMMENDATION: That the City Council take the following actions:

- Approve an agreement with 5 Bars for small cell wireless marketing and licensing services.

BACKGROUND

At the July 13th, 2017 meeting, the City Council was asked to give direction to staff as to whether to enter into an agreement with 5 Bars for small cell wireless marketing and licensing services as a result of SB 649 (Hueso), which looks to limit local control over small cell wireless telecommunications facility sites.

SB 649, as revised on July 18, 2017, would require cities to allow telecommunications companies to locate equipment on city-owned street lights and on other vertical infrastructure in the public rights-of-way and public utility easements. In addition, SB 649 establishes a monetary limit on how much local agencies can charge telecommunications companies for use of city-owned infrastructure, which is substantially less than the current market rate.

A clause in SB 649 states existing agreements regarding the leasing or licensing of vertical infrastructure entered into before the bill's enactment will remain in effect. 5 Bars asserts that a public/private partnership agreement executed prior to SB 649 going into effect would allow the City to maintain greater control of siting and aesthetics and maximize revenue. While there is no guarantee that an agreement will preserve the City's proprietary interests in its assets, it is the best attempt to maximize local control over the City's assets.

WIRELESS SERVICES AGREEMENT

Under the terms of the agreement, 5 Bars will have an exclusive right to market, license and sublicense, and construct upon pre-approved City assets. 5 Bars would conduct a Radio Frequency (RF) benchmark assessment; compile an inventory of pre-approved City assets for leasing; upload the City asset list into a GIS database; develop a marketing plan for City assets; act as the main point of contact with wireless carriers throughout the marketing and leasing process; assist with batch permitting applications; and ensure the maintenance and proper repair of each site.

By entering into an agreement with 5 Bars, the City will have in place a third party to help market available assets. 5 Bars will coordinate with carriers on behalf of the City for the planning, permitting, installation and ongoing maintenance of a seamless small cell wireless system. 5 Bars will be the initial point of contact for small cell site applications, which should help in streamlining the permit process for all carriers. 5 Bars will function as the City's expert technical resource for managing

Report Submitted By: Thaddeus McCormack, City Manager
City Manager's Office

Date of Report: August 18, 2017

small cell wireless services and the City will have final approval of sites, pricing, permits and guidelines. Additionally, 5 Bars will provide onsite supervision and coordination.

5 Bars will recover their investment and program costs solely through revenue sharing generated from wireless carriers. 5 Bars will receive 35 percent of revenues for all new small cell licenses on City assets and 25 percent for licenses on existing small cell wireless facilities that they implement on the City's behalf. The contract is for an initial five (5) year period with four (4) five-year renewals for a potential total contract term of 25 years.

5 Bars has the knowledge, expertise and resources to create livable and sustainable smart cities by evaluating carrier priorities, policy requirements, and permitting. In addition to the City of Sacramento, 5 Bars has existing agreements with the Cities of Fresno, Irvine, Berkeley, Placentia, Industry, Lathrop, Palm Springs, Twentynine Palms and West Covina. 5 Bars is also providing services to the San Joaquin Hills Transportation Corridor.

The City Attorneys' Office has negotiated with 5 Bars to provide a revised form of the Marketing Agreement to better suit the City's needs. On an annual basis, 5 Bars will provide a comprehensive radio frequency and feasibility analysis, pricing and fee recommendations, form factor and aesthetic policy development, and updates on technology advancement. In addition, 5 Bars will provide continuous planning, marketing, sublicensing, development, maintenance and/or operation of small cell wireless telecommunications facility sites; streamlined permit processing for all carriers, and on-site supervision and coordination. To protect the City and maximize on opportunities to improve wireless services to the community, 5 Bars will provide a quarterly written update summarizing investments, technology charges, gross receipts, financial gains and provider plans.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed agreement.



Thaddeus McCormack
City Manager

Attachments:

1. Wireless Marketing Agreement

**WIRELESS MARKETING AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS AND XG COMMUNITIES, LLC,
dba 5 BARS COMMUNITIES**

This Wireless Marketing Agreement ("**AGREEMENT**") is made and entered into on _____, 2017 (the "**Effective Date**") between the City of Santa Fe Springs ("**CITY**") and XG Communities, LLC Delaware limited liability company doing business as 5 Bars Communities ("**5 BARS**") (each a "**PARTY**" and collectively the "**PARTIES**"), with reference to the following facts and intentions, which the PARTIES agree are true and correct to the best of their knowledge and belief:

BACKGROUND

- A. CITY is a municipal corporation formed under the laws of the State of California, operating under the general laws of the State of California.
- B. 5 BARS is a limited liability company formed under the laws of Delaware.
- C. 5 BARS offers master planning services and tools that merge technical expertise on coverage needs with surveys of existing and forecasted wireless coverage conditions. 5 BARS evaluates that information to identify existing municipal assets that can meet wireless coverage needs.
- D. 5 BARS provides planning tools so that subscribing municipal corporations may access the information and identify intelligent options and solutions for the processing of applications for wireless telecommunications facilities on a real time basis.
- E. Subject to the terms of this Agreement, CITY desires to engage 5 BARS to provide wireless consulting, management and development services related to the use of specified CITY assets for the purpose of planning and implementing a marketing plan for Wireless Telecommunications Facilities (as that term is defined in Section 2, below), as further described herein.
- F. Subject to the terms of this Agreement, CITY desires to engage 5 BARS to proactively market CITY-owned underutilized assets on terms that maximize revenue and minimize planning impacts and visual blight.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing background, which is incorporated into the operative provisions of this Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES AGREE as follows:

- 1. **Term.** This Agreement shall be effective on the date it is executed by all PARTIES and shall be in effect for an initial term of five (5) years, with four (4) five year renewals subject to the written mutual consent of the PARTIES. The full potential term of the Agreement is twenty five (25) years ("**Agreement Term**").
- 2. **Scope and Nature of Services.** 5 BARS shall provide the services described in this section ("**Services**") for the purposes of 5 BARS's planning, marketing, sublicensing, development, maintenance, and/or operation of certain tower(s), pole(s), building(s), fiber, conduit(s), data room(s), street furniture, and related assets ("**City Asset(s)**"), which 5 BARS proposes to locate or cause to be located on property within the City Right of Way controlled by the CITY ("**City Property**") for the purposes of promoting, transmitting or facilitating wireless communication of telephone or data or any other means via Small Cell or Micro-

Wireless facilities. "**Small cell**" means a wireless telecommunications facility, as defined in paragraph (2) of subdivision (d) of Government Code Section 65850.6 ("**Wireless Telecommunications Facility**"), or a wireless facility that uses licensed or unlicensed spectrum and that meets the following qualifications:

- (i) The small cell antennas on the structure, excluding the associated equipment, total no more than six cubic feet in volume, whether an array or separate.
- (ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.
- (iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.
- (iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.
- (v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:

- 1. Electric meters and any required pedestal.
- 2. Concealment elements.
- 3. Any telecommunications demarcation box.
- 4. Grounding equipment.
- 5. Power transfer switch.
- 6. Cutoff switch.
- 7. Vertical cable runs for the connection of power and other services.
- 8. Equipment concealed within an existing building or structure.

"**Small cell**" includes a micro wireless facility, but does not include the following:

- (i) Wireline backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.
- (ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.
- (iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.
- (iv) The underlying vertical infrastructure.

The definition of "**Small cell**" may be amended hereafter as provided in State Law.

"**Micro wireless facility**" means a small cell that is no larger than 24 inches long, 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.

"**Right of Way**" means any city controlled right of way and any city controlled public utility easement.

Small Cells, including Micro wireless facilities will hereafter be referred to as "**Small Wireless Telecommunications Facilities**". CITY in its sole discretion shall identify a list of City Assets which 5 BARS may sublicense to Wireless Service Providers or otherwise cause the installation of Small Wireless Telecommunications Facilities ("**Asset List**"); 5 BARS may not sublicense to Wireless Service Providers or otherwise cause the installation of any Wireless Telecommunications Facilities on City Assets which are not on the Asset List. At any time CITY may add or remove any asset from the Asset List upon notification to 5 BARS in writing.

a. **Consulting Services.** Within 180 days of the effective date of this Agreement, and every year thereafter, 5 BARS shall provide CITY the following consulting services at no cost to CITY: a comprehensive radio frequency ("**RF**") analysis, which will, among other things, (i) describe, using state-of-the-art metrics, the current state of wireless coverage within CITY's jurisdiction for each major wireless telecommunications carrier, (ii) identify key areas of multiple wireless broadband service provider coverage needs ("**Coverage Needs**"), (iii) identify potentially available City Assets (whether identified on the Asset List or not) that would satisfy or partially satisfy Coverage Needs, and (iv) provide RF modeling to show how the selection of additional sites for Wireless Telecommunications Facilities will address Coverage Needs. The items referred to in clauses (i), (ii), and (iii) from the preceding sentence are hereinafter referred

to as the “**Master Plan**,” while the items referred to in clauses (i), (ii), (iii), and (iv) in the preceding sentence are hereinafter referred to as the “**Consulting Services**”.

The Master Plan shall also include an RF benchmark survey, capacity and density analysis. This work includes preparing interference studies, terrain profile data and preparation of a base map. Wireless Marketing proposals must be tailored to meet the unique needs of individual carriers. Wireless Master plan documents and data must be provided to the City in its native electronic file format.

As part of the Consulting Services, 5 BARS shall create and maintain a wireless asset inventory, upload all City owned asset inventory into City’s GIS database. 5 BARS will prepare marketing proposals for individual carriers which the City must review and pre-approve before solicitation to carriers. 5 BARS will act as the main point of contact with carriers through the marketing process and into the sublicensing and long-term maintenance and repair of the Small Wireless Telecommunication Facilities. 5 BARS will respond to resident questions and concerns regarding Small Wireless Telecommunication Facilities and will ensure the maintenance and proper repair for each site.

To ensure CITY is capitalizing on opportunities to improve wireless broadband service to the community, for the duration of the Agreement Term, 5 BARS shall also provide, on a quarterly basis, a written update summarizing investments, technology changes, gross receipts, financial gains and provider plans, and on an annual basis, ongoing RF analysis with reports, feasibility analysis, pricing and fee recommendations, form factor and aesthetic policy development, technology refresh and advancement updates, and other consultation specific to wireless broadband service providers, unless 5 BARS and CITY mutually and expressly agree to waive the annual ongoing study. The Consulting Services may be used by CITY for the enhancement and evolution of the Master Plan.

b. **Marketing Services.** At no cost to CITY, 5 BARS shall market the Master Plan to wireless carriers, cable companies, internet service providers (ISPs), street light providers, and Internet of Things (IoT) companies, (“**Wireless Services Providers**”) to obtain their feedback and interest in locating and/or collocating Small Wireless Telecommunications Facilities on any existing and/or proposed site(s) included in the Master Plan. CITY grants 5 BARS the exclusive right to market, license and sublicense, and construct upon, at 5 BAR's sole cost and expense, those City Assets which are on the Asset List (the “**Listed Assets**”) for the development of Small Wireless Telecommunications Facilities. 5 BARS shall market the Master Plan to all Wireless Services Providers equally, and without any discrimination and/or favoritism between Wireless Services Providers, with a goal of ensuring that residents, visitors, and businesses within CITY’s jurisdiction receive the maximum benefit of all available services from all existing wireless services providers.

c. **Management Services.** During the Agreement Term, 5 BARS may at any time request in writing that CITY add City Assets to the Asset List. City may approve or deny such request for any reason or no reason and CITY shall notify 5 BARS of such determination in writing. If the City agrees to add items to the Asset list, the PARTIES shall enter into a license Agreement as to the City Assets to be added to the Asset List in a form that is substantially consistent with the form set forth in **Exhibit “A”** to this Agreement.

d. **Installation Upon Wireless Facilities.** For the purpose of sublicensing Small Wireless Telecommunications Facilities, 5 BARS or an affiliate of 5 BARS, at no cost to CITY, shall construct or cause the construction of Small Wireless Telecommunications Facilities on the properties subject to a License Agreement (“**Licensed Properties**”), and sublicense the Licensed Properties (either as improved with Small Wireless Telecommunications Facilities, or subject to improvement with Small Wireless Telecommunications Facilities) in accordance with the terms of this Agreement and a license agreement to be executed for each Listed Asset (provided, however, that a single license agreement may be utilized for

multiple or all sites that are the subject of this Agreement). 5 BARS understands and acknowledges that CITY shall have total discretion on whether to approve any license or sublicense and its terms. 5 BARS further understands and acknowledges that it must comply (or cause compliance) with and receive (or cause receipt of) all necessary entitlements and permits from CITY, including but not limited to complying (or causing compliance) with CITY's ordinance governing Wireless Telecommunications Facilities, all applicable building codes and public works requirements (including obtaining any necessary encroachment permits or permits to block traffic), as well as complying (or causing compliance) with and receiving (or causing receipt of) all necessary and applicable permits from any other regulatory agency, before 5 BARS undertakes (or causes the undertaking of) any construction on a City Asset.

e. **Exclusions.** Notwithstanding anything in this Agreement to the contrary, this Agreement does not do any of the following:

- i. Require or allow 5 BARS to market, license, sublicense, and/or construct Wireless Telecommunications Facilities on City Assets that are not Listed Assets.
- ii. Grant any rights to 5 BARS regarding macro-cell site development, or deployment of anything other than Small Wireless Telecommunication Facilities.
- iii. Grant any rights to 5 BARS regarding Small Cell Wireless Facilities agreements between the CITY and Wireless Service Providers which exist at the time of execution of this Marketing Agreement.
- iv. Require or allow the provision of Services by 5 BARS for facilities licensed to any municipal, county, district, agency, state or Federal government for stations in the Private Land Mobile Radio Services, Maritime Radio Services, Aviation Radio Services, other stations designated for Homeland Security or Law Enforcement communications or the circuits necessary to support such facilities ("***Excluded Services***"). This Agreement shall not limit, control, or govern the provision of the Excluded Services.

3. **Telecommunications Ordinance Revision.** The parties acknowledge that within one hundred eighty (180) days after the Effective Date, 5 BARS will provide CITY with recommended revisions to its telecommunications ordinance, and will attend any related Planning Commission or City Council meetings as requested by City staff, and assist in preparing related staff reports. City Staff will consider in good faith whether 5 BARS' recommendations should be taken to the City Council for its consideration.

4. **Right of Entry Agreement.** If the PARTIES enter into a License Agreement that substantially conforms to the form attached as **Exhibit "A"** with respect to the Licensed Properties, CITY and 5 BARS shall enter into a mutually agreeable Right of Entry Agreement to allow 5 BARS and its employees, agents, contractors, engineers, and surveyors to enter the Licensed Properties. The Agreement shall authorize 5 BARS to determine, at its own cost, the physical condition of the Licensed Property, the environmental history of the Licensed Property, and the feasibility or suitability of the designated Licensed Property for 5 BARS' use ("***Due Diligence Investigation***"). Activities conducted in connection with 5 BARS' Due Diligence Investigation shall be at the sole expense and cost of 5 BARS. The Parties may also enter into a Right of Entry Agreement for any Listed Asset prior to approval of a License Agreement. The proposed form of Right of Entry Agreement is attached hereto and incorporated by reference herein as **Exhibit "B"**.

5. **CITY-Owned Wireless Telecommunications Facilities and CITY Licenses.** CITY shall retain ownership of all CITY leases, licenses, and other agreements in existence as of the Effective Date with wireless providers. CITY shall retain ownership of any Wireless Telecommunications Facilities CITY subsequently develops (or allows to be developed) on City Property for CITY's own non-commercial use, and any facility on property not on the Asset List. 5 BARS and/or its sublicensees shall own the Small Wireless Telecommunications Facilities developed on Listed Assets pursuant to this Agreement, except to the extent that such facilities or supportive structures become fixtures or are granted to and accepted by CITY, and except to the extent that the Small Wireless Telecommunications Facilities cannot be removed from City Assets without causing irreparable damage to such City Assets. CITY leases, licenses, and other agreements in existence as of the Effective Date and any CITY owned/developed Wireless Telecommunications Facilities in existence as of the Effective Date shall not be subject to this Agreement and/or any accompanying agreements between CITY and 5 BARS, unless specifically designated otherwise in writing.

6. **Compensation.**

a. **65% (CITY) / 35% 5 BARS Revenue Shares.** For Licensed Assets which do not have any pre-existing Wireless Telecommunications Facilities on the effective date of this Agreement, and which are marketed by 5 BARS consistent with this Agreement, CITY shall be entitled to sixty five percent (65%) of revenue received pursuant to this Agreement.

b. **75% (CITY) / 25% 5 BARS Revenue Shares.** For Licensed Assets which have at least one pre-existing Wireless Telecommunications Facility on the effective date of this Agreement, and which are marketed by 5 BARS consistent with this Agreement, CITY shall be entitled to seventy five percent (75%) of revenue received pursuant to this Agreement which is a result of the addition of one or more Wireless Telecommunications Facilities to the site of a CITY-owned Wireless Telecommunications Facility.

c. **Reports.** 5 BARS shall annually provide reports reflecting all revenue generated within the CITY, and all payments made to City and to 5 BARS.

7. **Construction, Engineering, and Other Costs:** CITY shall have no financial responsibility for planning, construction, and engineering costs associated with the implementation of this Agreement. 5 BARS may recover from Wireless Service Providers reasonable actual construction costs, installation costs, utilities, or other reasonable actual expenses incurred by 5 BARS, to the extent said reimbursement does not reduce the rent or other payments to be paid by Wireless Service Providers, and such recovered sums shall not be included in the computation of Compensation hereunder. 5 BARS shall include a record of all such payments, in its annual report to CITY, and shall include all detail support to the reasonable satisfaction of the CITY.

8. **Default.** If there is a default by either PARTY to this Agreement (notice of which, if from the CITY, may be issued by the City Manager or the City Manager's designee), the PARTY claiming a default of any term or condition of this Agreement shall provide the defaulting PARTY with written notice of the default pursuant to the provisions contained in Paragraph 16(h) of this Agreement. After receipt of such notice, the defaulting PARTY shall have thirty (30) days in which to cure the default. If a non-monetary default reasonably requires more than a thirty (30) day cure period, the defaulting PARTY shall have such extended period provided that the defaulting PARTY commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, except that in no event shall the cure period exceed 90 days. Subject to and without limiting the foregoing, the PARTIES agree that a failure by 5 BARS to diligently market the Master Plan in accordance with Paragraph 2(b), above, shall constitute a default under this Paragraph 8; provided, however, that 5 BARS shall have the right to appeal a

determination of default for failure to comply with Paragraph 8 to the CITY's City Council, in which case (i) the appeal shall be heard within sixty (60) days of the filing of the appeal, and (ii) the determination of default and the obligation to cure shall be stayed while the appeal is pending.

9. **Right to Audit.** During the Term of this Agreement 5 BARS shall maintain originals, or when originals are not available copies, of all records, books, papers and documents relating to this Agreement and all accompanying License Agreements between the PARTIES. At all reasonable times, the PARTIES shall allow each other to have access to examine, copy, and audit such records to the extent that they exist. Additionally CITY may at any time access and/or examine, copy and audit records, books, papers and documents relating to or evidencing 5 BARS' efforts to obtain sublicenses as such records, books, papers and documents may or may not exist in the normal course of 5 BARS' business. Even after termination of this Agreement, 5 BARS shall continue to maintain any documents which are deemed to be subject to the Public Records Act, for the minimum period required by law.

10. **Indemnification.** 5 BARS shall indemnify, defend, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense, to the extent directly or proximately resulting from 5 BARS' activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of CITY, its elected and appointed officials, officers, employees, agents, or contractors. CITY shall promptly notify 5 BARS of any claim, action or proceeding covered by this Section 10.

This duty to indemnify, defend, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and contractors applies to, among other things, situations where it is alleged that prevailing wages were required to be but were not properly paid. Notwithstanding anything in this Agreement to the contrary, these responsibilities shall be solely the responsibility of 5 BARS, and not the responsibility of the CITY.

11. **Insurance.** At the time 5 BARS signs and delivers this Agreement to CITY, as well as at all times during the Agreement Term, 5 BARS shall maintain, at a minimum, the required insurance as set forth in the attached **Exhibit "C"** to this Agreement. CITY shall be entitled to coverage at the maximum policy limits for the required insurance maintained by 5 BARS, which shall at no time be less than the amounts required set forth in the attached **Exhibit "C"** to this Agreement. This Agreement's insurance provisions shall be separate and independent from the indemnification and defense provisions of Section 10 of this Agreement and shall not in any way limit the applicability, scope or obligations of the indemnification defense provisions in Section 10.

12. **Compliance With Local Ordinances.** 5 BARS shall comply with all CITY ordinances pertaining to Wireless Telecommunications Facilities as they may be amended from time to time, and all such additional CITY regulations that are consistent with such ordinances (such ordinances and regulations are collectively referred to hereinafter as the "***Ordinance***").

13. **Intellectual Property.**

a. **Ownership of Services.** 5 BARS retains all right, title, and interest in any of its underlying software, subject to the limitations set forth in this Agreement.

b. **License.** 5 BARS hereby grants to CITY a limited, non-exclusive, non-transferable, non-sublicensable license to use the Services for the purposes of offering, promoting, managing, tracking, the development and use of Wireless Telecommunications Facilities. This license shall continue beyond the

Agreement Term to the extent and for the time necessary to allow CITY to fully comply with the Public Records Act and the CITY's adopted records retention policy.

c. Exclusivity. During the Agreement Term, 5 BARS will be the sole and exclusive provider of Services as defined in this Agreement, subject to the CITY's right to withhold the marketing of assets not on Asset List. CITY expressly understands and agrees that the exclusivity set forth in this Agreement is consideration in exchange for the pricing and other benefits being provided to CITY hereunder.

d. Additional CITY Commitments. CITY acknowledges that 5 BARS will provide CITY with licensed software containing proprietary and intellectual property. CITY shall: (i) not unlawfully copy, modify, transfer, display, share, or use any portion of the licensed software; (ii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of 5 BARS in and to any software 5 BARS provides to CITY; (iii) not engage in any activity that unlawfully interferes with or disrupts 5 BARS' provision of the Services; and (iv) use the Services exclusively for authorized and legal purposes.

14. Governing Law. This Agreement shall be governed by the laws of the State of California.

15. Termination. In addition to any rights either party may have for termination for cause, CITY may terminate this Agreement without cause on 30 days' prior notice to 5 BARS of its intent to terminate. If CITY exercises this right to terminate without cause, 5 BARS will continue to receive revenue pursuant to section 6 of this Agreement to the extent it would otherwise be entitled to receive compensation, up to the end of the then existing Term as if no termination had occurred, but not thereafter. If any sublicense agreement or similar agreement is entered into in the ninety (90) days prior to the issuance of the notice of termination, 5 BARS will not receive compensation pursuant to section 6 unless 5 BARS establishes that such sublicense agreement was made in good faith and was issued in the ordinary course of business.

16. General Provisions.

a. Independent Contractor. 5 BARS shall, during the Agreement Term, be construed as an independent contractor and not an employee of CITY. This Agreement is not intended to nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow CITY to exercise discretion or control over the professional manner in which 5 BARS performs the services which are the subject matter of this Agreement; however, the services to be provided by 5 BARS shall be provided in a manner consistent with all applicable standards and regulations governing such services. 5 BARS shall pay all salaries and wages, workers compensation, unemployment insurance, employer's social security taxes, and all taxes relating to employees and shall be responsible for all applicable withholding taxes.

b. Authorizations. All individuals executing this Agreement on behalf of the respective PARTIES certify and warrant that they have the capacity, and have been duly authorized to so execute this Agreement on behalf of the entity so indicated.

c. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. Entire Agreement and Amendment. This Agreement [and the simultaneously executed License Agreement [and Right of Entry Agreement] captures all terms, agreements, and understandings of the PARTIES and supersedes any prior promises, representations, agreements, warranties or undertakings by any of the PARTIES, either oral or written, of any character or nature binding except as stated herein. This Agreement may be modified, altered or amended only by an instrument in writing, executed by the

PARTIES to this Agreement, and by no other means. Each PARTY waives its right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

e. Good Faith. The PARTIES agree to exercise their reasonable best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement, and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

f. Assignment. 5 BARS may assign this Agreement to a person or entity with demonstrated capacity to carry out 5 BARS' obligations under this Agreement only after receiving written CITY consent. 5 BARS shall provide any information requested or necessary for CITY to determine whether the proposed assignee has the capacity to fulfil 5 BARS obligations under this Agreement. After CITY consents in writing to any proposed assignment, 5 BARS shall provide at least 30 days' prior written notice of such assignment to CITY.

g. Discrimination. 5 BARS shall not discriminate because of race, color, creed, religion, sex, marital status, pregnancy, sexual orientation, gender identity, gender expression, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. 5 BARS affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

h. Notices. All notices, approvals, acceptances, demands and other communication required or permitted under this Agreement, to be effective, shall be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) one business day after the dispatch date by overnight delivery service; or (4) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

CITY: City of Santa Fe Springs
Attn: City Manager
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 868-0511
Fax: [REDACTED]

With a copy to:

Jones & Mayer
Santa Fe Springs City Attorney
3777 N. Harbor Blvd.
Fullerton CA 92835
Phone: 714-446-1400
Fax: 714-446-1448

5 BARS: Kevin Muldoon, VP & General Counsel
5 Bars Communities
19200 Von Karman Ave, Suite 100
Irvine, CA 92612
Phone: 949-514-4617
Fax: 949-266-9160

With a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., 14th Floor
Costa Mesa, CA 92626
Phone: 714-641-5100
Fax: 714-546-9035

Any PARTY may change its address by giving the other PARTIES written notice of its new address as provided above.

i. Successors. This Agreement shall be binding on and shall inure to the benefit of the PARTIES and their respective successors.

17. Waiver. No waiver of any provision of this Agreement, or consent to any action, shall constitute a waiver of any other provision of this Agreement, or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a PARTY to provide a waiver or consent in the future except to the extent specifically stated in writing. No waiver shall be binding unless executed in writing by the PARTY making the waiver, based on a full and complete disclosure of all material facts relevant to the waiver requested.

“CITY”
The City of Santa Fe Springs

Date: _____

By: _____
Damien Arrula, City Manager

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda Summerhill, City Attorney

“5 BARS”
XG COMMUNITIES, LLC dba
5 BARS COMMUNITIES

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

EXHIBIT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the date of the final signature below, by and between the City of Santa Fe Springs, a municipal corporation, having a mailing address of 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 ("**Licenser**") and XG Communities, LLC, a Delaware limited liability company, dba 5 Bars Communities, with an address at 19200 Von Karman Ave, Suite 100, Irvine, CA 92612 ("**Licensee**") (each a "**PARTY**" and collectively the "**PARTIES**").

1. Definitions.

"**Agreement**" means this License Agreement.

"**Approvals**" means all certificates, permits, licenses and other approvals that Licensee must obtain as required by law in order for Licensee or its agents or sublicensees to use the Licensed Properties for the purpose intended by this Agreement.

"**Company Facilities**" means any and all Small Wireless Telecommunications Facilities to be developed by Licensee on the Licensed Properties.

"**Defaulting Party**" means the party to this Agreement that has defaulted as provided for in Section 26 of this Agreement.

"**Harmful Interference**" means Interference that endangers the functioning of a radio navigation service or of other safety service or seriously degrades, obstructs, or repeatedly interrupts a radio communication service operating in accordance with both International Telecommunications Union Radio Regulations and the regulations of the Federal Communications Commission.

"**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (vii) radioactive materials.

"**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*, and the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance that regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"**Improvements**" means a Small Wireless Telecommunications Facility(ies) installed or caused to be installed by Licensee.

"**Interference**" means the effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a radio communication system, manifested by any performance degradation, misinterpretation, or loss of information.

“License Term” means the term of this Agreement, inclusive of exercised option terms, if any.

“Licensed Properties” means those portions of Licensor's Property described in the sketches, maps, photographs, or other descriptive documents attached hereto as **Exhibit “A”**, which are subject to this License Agreement.

“Licensee” means 5 Bars Communities a dba of XG Communitites, LLC, a Delaware limited liability company.

“Licensee's Notice Address” means 19200 Von Karman Ave, Suite 100, Irvine CA 92612.

“Licensor” means City of Santa Fe Springs, a municipal corporation.

“Licensor's Notice Address” means City of Santa Fe Springs; Attn: City Manager; 11710 E. Telegraph Road, Santa Fe Springs, CA 90670.

“Licensor's Properties” means those properties owned by the City.

“Marketing Agreement” means that Wireless Marketing Agreement Between the City of Santa Fe Springs and XG Communities, LLC, dba 5 BARS Communities entered into between the parties to this Agreement on [REDACTED], 2017.

“Micro wireless facility” shall have the meaning established in the Marketing Agreement, as the meaning may be amended from time to time by State law.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 26 of this Agreement.

“Rent” means the Compensation which Licensor is entitled to pursuant to Section 6 of the Marketing Agreement.

“Small cell” shall have the meaning established in the Marketing Agreement, as the meaning may be amended from time to time by State law.

“Small Wireless Telecommunications Facilities” shall mean small cells and micro wireless facilities as set forth in the Marketing Agreement.

“Sublicense Revenue” means the total amount of revenue received from any party utilizing the Licensed Properties pursuant to the Marketing Agreement.

“Sublicensee” means a third party to which Licensee has granted the right to use and occupancy of one or more of the Licensed Properties, subject to the terms and conditions contained herein.

“Wireless Telecommunications Facilities” means the equipment and associated structures needed to transmit and/or receive electromagnetic signals, as defined in paragraph (2) of subdivision (d) of Government Code Section 65850.6. A wireless telecommunication facility typically includes antennas, supporting structures, enclosures and/or cabinets housing associated equipment, cable, access roads and other accessory development.

2. **Licensor's Cooperation.** During the License Term, Licensor shall cooperate with Licensee in its efforts to obtain all of the Approvals. If Licensor elects to replace infrastructure on the Licensed Premises that

is unrelated to the delivery of Wireless Telecommunications services, then such replacement shall be accomplished in a manner calculated to minimize interference with the Wireless Telecommunications Facilities on the Licensed Properties. Additionally, Licensor authorizes Licensee and its employees, representatives, agents and consultants to prepare, and submit, file and present on behalf of Licensor, building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Licensor understands that any such application and/or the satisfaction of any requirements thereof may require Licensor's reasonable cooperation, which Licensor hereby agrees to provide. Licensor shall not knowingly unreasonably interfere with any Approvals pertaining to the authorized Improvements or Licensed Properties or cause them to be in nonconformance with applicable local, state or federal laws. Licensor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals. The provisions of this Section shall not apply in the event of any dispute between and/or involving Licensor and Licensee. Nothing in this Agreement shall be construed to interfere with Licensor's legislative authority, its ability to act as regulator, or Licensor's police powers.

3. **Reserved.**

4. **Term.** The term of this Agreement shall commence on [REDACTED], 20 [REDACTED] ("**Commencement Date**"). The term of this Agreement shall continue for a period of five (5) years with four (4) five (5) year options, each of which is subject to the written mutual consent of the Licensor and Licensee, prior to the expiration of the existing term. At the termination of this Agreement, 5 BARS will cause the removal of all Improvements unless mutually agreed upon by both Parties.

5. **Rent.**

a. **Rent.** From and after the Commencement Date and effective upon Licensee's receipt of Sublicense Revenue, Licensee shall pay Rent for the each of the Licensed Properties.

b. **Sublicenses.** Licensee shall exercise discretion as to whether, and on what terms, to sublicense, license or otherwise allow occupancy of the Licensed Properties, subject to the following:

- i. Licensee shall make every reasonable effort to ensure that each proposed Small Wireless Telecommunications Facility will not affect, detract, or impact the operation of existing Licensor facilities. Licensee shall not allow interference with signal control or street lighting devices.
- ii. Licensee shall ensure that each proposed Small Wireless Telecommunications Facility is not dependent on the resources dedicated to Licensor facilities. For example, no Wireless Telecommunication Facility may draw power from Licensor's facilities.
- iii. Licensee shall propose new locations for Wireless Telecommunications Facilities to Licensor, and Licensor shall have the final authority to approve or reject said locations.
- iv. In the event of damage, Licensor shall not be obligated to repair or restore the Improvements to normal operating conditions unless Licensor is the primary and direct cause of such damage. For these purposes, "damage" excludes any requirement that such facilities be moved to an alternate location for any legitimate governmental purpose, such as street realignment or widening. As between Licensee and Licensor, Licensee shall bear all other costs incurred to repair, restore, or remove Wireless Telecommunications Facilities.

- v. Licensee shall make every reasonable effort to restore Licensor facilities in a safe and efficient manner, and in no event shall Licensor fail to repair or restore facilities so as to threaten public safety.
- vi. Licensee shall give Licensor fourteen (14) days' notice, or reasonable notice (whichever amount is greater) prior to impacting Licensor facilities in a manner that is beyond the routine maintenance and operation of Wireless Telecommunications Facilities. Licensee shall coordinate the work consistent with direction from the City in an effort to limit the negative impacts of such activities.
- vii. Any sublicense agreement shall include the requirement that the Sublicensee must comply with the terms and conditions of this Agreement.
- viii. Any sublicense agreement shall include a provision substantially consistent with the following, relating to interference with city facilities and communications systems:

Notwithstanding any other provisions this Sublicense Agreement, Sublicensee agrees to operate any and all of its Wireless Telecommunications Facilities in full compliance with the technical standards set forth in the Rules and Regulations of the Federal Communications Commission ("FCC") as codified in 47 C.F.R. and upon notice of non-compliance agree to promptly take all steps necessary to bring its operation into full compliance. Licensee and Sublicensee both recognize and stipulate that City's public safety communications systems are vital to the life, health, and safety of the public safety personnel and of members of the general public, and agree that protecting such systems against harmful interference is an integral responsibility of this agreement.

Licensee and Sublicensee agree to meet and confer with each other and the City on a case-by-case basis to resolve City's concerns regarding interference or other issues. Sublicensee further agree, and at the request of any Party and/or the City, in the event that additions or changes to Wireless Telecommunications Facilities on the property cause incompatibilities with public safety or City installed communications system(s), or with pre-existing Wireless Telecommunications Facilities located on City's property, such interference shall immediately be stopped.

Licensee and Sublicensee agree that in the event of harmful interference or degradation public safety radio operations, City may require on a case-by-case basis that the use of the interfering Wireless Telecommunications Facility be suspended pending resolution of the cause and cure of such interference or degradation.

The findings of the City's communications engineering representative shall be determinant in declaring harmful interference caused by such non-compliance, and in the event of a dispute the burden of seeking a determination of compliance from the Federal Communications Commissions shall be on the Sublicensee.

These provisions shall be binding on Licensee, Sublicensee, and any successor, assignee, or service provider designated by Licensee and/or Sublicensee.

- ix. Licensee may not enter into any sublicense or similar agreement unless Licensors agrees to the terms of such agreement. Licensors may withhold such approval for any reason or no reason, so long as there is no unlawful discrimination as between Wireless Telecommunications Providers. For example, Licensors may deny a sublicense if Licensors determines the Licensors will not receive sufficient compensation. Licensors may also deny such sublicense if Licensors objects to the design of a proposed facility.

c. Accounting/Adjustments. The parties agree that Licensee may base Rent on Sublicensee agreements, and later make adjustments if overpayments or underpayments occur. In addition to the annual report of revenue required by the Marketing Agreement, at any time, Licensors may request that Licensee provide an accounting of the Sublicensee Revenue and Rent in such form and content as Licensors may reasonably request.

6. Construction, Engineering, and Other Costs

- a. Licensors shall have no financial responsibility for planning, construction, and engineering costs associated with the implementation of this License Agreement.
- b. Licensee or any sublicensees shall obtain, and pay for, all required permits or other governmental approvals. For example, Licensee or any sublicensees shall obtain and pay for any required encroachment, excavation, or building permits.
- c. Licensee may recover from sublicensees reasonable actual construction costs, installation costs, utilities, or other reasonable actual expenses incurred by Licensee, to the extent said reimbursement does not reduce the rent or other payments to be paid by sublicensees, and such recovered sums shall not be included in the computation of compensation hereunder. Licensee shall include a record of all such payments, in its annual report to Licensors, and shall include all detail support to the reasonable satisfaction of the Licensors.

7. **Licensed Properties; Survey.** Prior to any sublicensing being effective, Licensee shall provide Licensors with a copy of an "as-built" survey for each Licensed Property, which survey shall depict and identify the boundaries of each Licensed Property and any easements of record. If accepted by the CITY, the survey shall appear as Exhibit "A" to this Agreement and shall control in the event of any discrepancies between what is listed on the Asset List and Exhibit "A" hereto.

8. **Access.** Conditioned upon and subject to commencement of the License Term, Licensors grants to Licensee and Licensee's employees, agents, contractors, sublicensees, licensees and their employees, agents and contractors access to land located within Licensors's Property to Licensee, for the purpose of constructing, repairing, maintaining, replacing, demolishing and removing the Improvements upon each Licensed Property as necessary to obtain or comply with any Approvals, provided, however, that access to areas of Licensors's Property which are not included within the Licensed Properties, shall be limited in scope and time so as not to unreasonably interfere with the City's or the public's use of such Licensed Property.

9. **Use of Property.** The Licensed Properties shall be used for the purpose of constructing, maintaining and operating the Improvements and for uses incidental thereto. All Improvements shall be constructed at no expense to Licensors. All Improvements, inclusive of security fences, shall comply with the requirements of the Santa Fe Springs Municipal Code and all other laws and regulations applicable thereto, and Licensee shall obtain all required and necessary governmental agency Approvals and permits, including any necessary encroachment permits. Licensee will maintain the Licensed Properties in a safe condition. It is the intent of the parties that Licensee's Improvements shall not constitute a fixture unless otherwise agreed by the parties in writing.

10. **Removal of Obstructions.** Licensee may request in writing the right to remove obstructions from Licensor's Property, as approved by the Licensor, which approval shall be requested in writing by Licensee and such approval shall not be unreasonably withheld, conditioned or delayed by Licensor; notwithstanding the foregoing the City has unfettered discretion to prevent or regulate the trimming or removal of trees or of pre-existing Wireless Telecommunications Facilities, regulatory signs and signals. Potential obstructions include but are not limited to vegetation, which may encroach upon, interfere with or present a hazard to Licensee's use of the Licensed Properties. Licensee shall dispose of any materials removed. If vegetation is removed, similarly sized vegetation shall be planted in a manner reasonably agreeable to Licensor; Licensor may require that replacement vegetation be drought tolerant. To the extent that there is loss of screening as a result of any such removal, Licensor may require commensurate actions to mitigate the loss of screening.

11. **Hazardous Materials.**

a. Licensee's Obligation and Indemnity. Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Licensed Properties in any manner prohibited by law. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Licensed Properties if caused by Licensee, its officers, employees, agents, assigns, or by a sublicensee or any party acting under color of a sublicense or contract approved by Licensee.

b. Licensor's Obligation and Indemnity. Licensor shall not, with gross negligence or intentional misconduct, cause the escape, disposal or release of any Hazardous Materials on or from Licensor's Property or Licensed Premises in any manner prohibited by law. Licensor shall indemnify and hold Licensee harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Licensor's Property or Licensed Properties unless caused by Licensee, its officers, employees agents or assigns, or by a sublicensee or any party acting under color of a sublicense or contract approved by Licensee.

12. **Real Estate Taxes.** To the extent that a possessory interest is deemed created, Licensee acknowledges that notice is and was hereby given to Licensee pursuant to California Revenue and Taxation Code Section 107.6 that use or occupancy of any public property may subject the Licensee to possessory interest taxes or other taxes levied against Licensee's right to possession, occupancy or use of any public property and Licensee shall pay all applicable (federal, state, county, city, local) excise, sales, consumer use, possessory interest, or other similar taxes required by law. Licensee agrees to reimburse Licensor for any documented increase in real estate or personal property taxes levied against Licensor's Property that are attributable to the Improvements. Licensee reserves the right to challenge any such assessment, and Licensor agrees to reasonably cooperate with Licensee in connection with any such challenge.

13. **Insurance.** At all times during the performance of its Due Diligence Investigation and during the License Term, Licensee, at its sole expense, shall obtain and keep in force the required insurance as set forth in the attached **Exhibit "C"**. Licensor shall be entitled to coverage at the maximum policy limits carried by Licensee for the required insurance, which shall at no time be less than the required amounts set forth in the attached **Exhibit "C"** to this Agreement. The insurance provisions shall be separate and independent from the indemnification and defense provisions between the Licensee and Licensor and shall not in any way limit the applicability, scope or obligations of the indemnification defense provisions in Section 14.

14. Indemnification.

a. Licensee shall indemnify, defend, and hold harmless Licensor, its elected and appointed officials, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense, to the extent directly or proximately resulting from the activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of Licensor, its elected and appointed officials, officers, employees, agents, or contractors. Licensor shall promptly notify Licensee of any claim, action or proceeding covered by this Section 14(a).

This duty to indemnify, defend, and hold harmless Licensor, its elected and appointed officials, officers, employees, agents, and contractors applies to, among other things, situations where it is alleged that prevailing wages were required to be but were not properly paid. Notwithstanding anything in this Agreement to the contrary, these responsibilities shall be solely the responsibility of Licensee, and not the responsibility of the Licensor.

b. Right to Audit. During the term of this Agreement, Licensee shall maintain originals, or when originals are not available copies, of all records, books, papers and documents relating to this Agreement and all accompanying agreements between Licensee and Sublicensees. At all reasonable times, Licensee shall allow Licensor to have access to, examine, copy, and audit such records, to the extent they exist. Additionally, Licensor may at any time access and/or examine, copy and audit records, books, papers and documents relating to or evidencing Licensee's efforts to obtain sublicenses as such records, books, papers and documents may or may not exist in the normal course of Licensee's business, including but not limited to access to and audit of information pertaining to the identities of the Sublicensees whom Licensee has attempted to sublicense the Licensed Properties. City shall not disclose documents which Licensee has expressly marked as proprietary, confidential or a trade secret, except as required by the California Public Records Act, court order, or other applicable law. If City receives a public records request for such documents, Licensor shall provide Licensee five (5) days' prior notice of the City's intent to disclose such documents. Licensee may petition a court to prevent said disclosure, and City will not object to such petition.

15. Waiver of Claims and Rights of Subrogation. All policies of property insurance carried by either Party for the Improvements, Licensor's Property or the Licensed Properties shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss. Nothing in this section shall require Licensor to obtain property insurance policies on any property, including the Improvements. Licensor's self-insurance fund shall not be treated as a policy of insurance under this Agreement.

16. Eminent Domain. If Licensor receives notice of a proposed taking by eminent domain of any part of the Licensed Properties, Licensor will notify Licensee of the proposed taking within twenty one (21) business days of receiving said notice. If eminent domain is exercised as to any particular Licensed Property, portion thereof, Improvement or facility, either Party may: (i) declare this Agreement terminated as to that Licensed Property, portion thereof, Improvement or facility and thereafter neither Party will have any liability or obligation hereunder other than payment of Rent for so long as Licensee remains in physical possession of the Licensed Property(ies); or (ii) remain in possession of that portion of the Licensed Premises that will not be taken, in which event there shall be an equitable adjustment in Rent if the taking of a portion of the Licensed Property(ies) results in removal or inoperability of Improvement(s).

17. Reserved.

18. **Sale of Property.** If during the License Term, Licenser sells all or part of Licenser's Property, of which some or all of the Licensed Properties is a part, and such sale is not subject to this Agreement, then Licensee shall be entitled to move the Improvements to a feasible alternate location at Licenser's sole and reasonable cost, with execution of a new License Agreement for the alternate location.

19. **Surrender of Property.** Upon expiration or termination of this Agreement, Licensee shall, within a reasonable time, remove all above and below ground Improvements and all related equipment and/or infrastructure not owned or accepted by Licenser and restore the Licensed Premises to its original condition, without, however, being required to replace any trees or other plants lawfully removed, or alter the then existing grading.

20. **Recording.** Licensee shall have the right to record a memorandum of the Agreement with the County Recorder's Office. Licenser shall execute and deliver each such memorandum, for no additional consideration, promptly upon Licensee's request.

21. **Licenser's Covenant of Title.** Licenser covenants that Licenser holds the legal right to Licenser's Property and each of the Licensed Properties (which may include easements) and has full authority to enter into and execute this Agreement.

22. **Interference with Licensee's Business.** Licensee shall have the exclusive right to construct, install and operate Small Wireless Telecommunications Facilities on the Licensed Properties, except to the extent that Licenser elects to construct, install and operate such facilities for its own use, and except for any pre-existing Wireless Telecommunications Facilities on the Licensed Premises. Except as herein provided, Licenser agrees that it will not permit the construction, installation or operation on the Licensed Properties of (i) any additional Small Wireless Telecommunications Facilities or (ii) any equipment or device that unreasonably interferes with Licensee's use of the Licensed Properties for a Small Wireless Telecommunications Facility; provided, however, that installations or collocations that are permitted by law without Licenser's approval shall not be deemed a violation of this section or this Agreement. Each of the covenants made by Licenser in this Section is a covenant running with the land for the benefit of the Licensed Properties.

23. **Quiet Enjoyment.** Licenser covenants that Licensee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Licensed Properties, subject to City's right to upgrade its own facilities, to widen and repair its streets, to engage in street realignment, and similar conduct as deemed necessary by its Public Works Director, City Manager or City Council. In the event that any such public works project is deemed necessary, Licenser shall provide reasonable notice to Licensee to allow Licensee or its sublicensee to remove and preserve any Improvement. At such time as the Public Works Director deems appropriate, the Improvement may be reinstalled within the Licensed Property affected by the public works project, or to a feasible alternate location agreed upon by the Parties. In connection with removal and reinstallation of Improvements as a result of a public works project, Licensee shall bear all costs incurred to repair, restore, remove or reinstall Improvements. Licensee is aware that infrastructure in the public right of way is subject to being damaged by motor vehicles, bicycles, pedestrians, vandals, taggers, graffiti, earthquakes, storms, winds, other weather events, criminal activity, and Acts of God. Licenser shall not be responsible for any damage to, destruction of, or loss of use of any Improvements as a result of any of the enumerated causes or any other cause beyond Licenser's control.

24. **Reserved.**

25. **Title Insurance.** Licensee, at Licensee's option, may obtain title insurance on each of the Licensed Properties at Licensee's sole cost and expense. Licenser shall cooperate with Licensee's efforts to obtain

title insurance by executing documents or obtaining requested documentation as required by the title insurance company.

26. Default.

a. Notice of Default; Cure Period. If there is a default by Licensor or Licensee (the "**Defaulting Party**") with respect to any of the provisions of this Agreement or Licensor's or Licensee's obligations under this Agreement, the other party (the "**Non-Defaulting Party**") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default, provided however, that any default by Licensee which impairs the City's public safety communications or otherwise threatens public safety shall be cured immediately, or if it cannot be cured, the conduct causing the impairment or threat shall be immediately ceased. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and the Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

b. Consequences of Licensee's Default. If Licensee is in default beyond the applicable periods set forth above in Section 26(a), Licensor may, at its option, upon written notice: (i) terminate the License, require Licensee to promptly vacate the Licensed Properties and be relieved from all further obligations under this Agreement; (ii) require the Rent to be paid up to the date of complete removal and (iii) take any actions that are consistent with Licensor's rights, up to and including assuming some or all of the sublicenses; and (iv) sue for injunctive relief; (v) require payment amount reasonably expended by Licensor as a result of such default. In no event shall Licensee be liable to Licensor for indirect or speculative damages in connection with or arising out of any default.

c. Consequences of Licensor's Default. If Licensor is in default beyond the applicable periods set forth above in Section 26(a), Licensee may, at its option, upon written notice: (i) terminate the License, vacate the Licensed Properties and be relieved from all further obligations under this Agreement; (ii) take any actions that are consistent with Licensee's rights; (iii) sue for injunctive relief, and/or (iv) set-off from Rent any amount reasonably expended by Licensee as a result of such default. In no event shall Licensor be liable to Licensee for indirect or speculative damages in connection with or arising out of any default.

27. Force Majeure. If an event or condition constituting a "force majeure"—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays either Party from performing or fulfilling an obligation under this Agreement, said Party is not in Default, under Section 26 of this Agreement, of the obligation. A delay beyond a Party's control automatically extends the time, in an amount equal to the period of the delay, for the Party to perform the obligation under this Agreement. The Licensor and Licensee shall prepare and sign an appropriate document acknowledging any extension of time under this Section.

28. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California. The parties agree that the venue for any litigation regarding this Agreement shall be in the state and county where the Licensed Properties are located.

29. Assignment, Sublicense, Licensing and Encumbrance. With Lessor's prior written approval, Licensee may assign this license to a person or entity with demonstrated capacity to carry out Licensee's obligations under this Agreement. Licensee shall provide 30 days' prior written notice of such assignment to

Licensor. Licensee may enter into sublicenses or other authorizations ("***Sub-Authorizations***") to allow a third party to utilize and operate from the Licensed Properties, so long as such third party is a provider of services that utilizes Small Wireless Telecommunications Facilities and Licensee receives Rent for such use of such facilities. Sub-Authorizations shall require the consent of Licensor to the terms of the Sublicense or Sub-Authorization.

30. Miscellaneous.

a. Entire Agreement. Licensor and Licensee agree that this Agreement, together with the Marketing Agreement [and executed right of entry], contain all of the agreements, promises and understandings between Licensor and Licensee with regard to the Licensed Properties. No oral agreements, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

b. Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

c. Construction of Document. Licensor and Licensee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Licensee.

d. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Licensor at Licensor's Notice Address and to Licensee at Licensee's Notice Address.

e. Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

f. IRS Form W-9. If necessary, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding Licensor shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Licensor. Licensor's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

IN WITNESS WHEREOF, Licensor and Licensee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“LICENSOR”
CITY OF SANTA FE SPRINGS

Date: _____

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

“LICENSEE”
XG COMMUNITIES, LLC, dba
5 BARS COMMUNITIES

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

EXHIBIT B

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this “**Agreement**”) is made as of the date of the final signature below, by and between the City of Santa Fe Springs, a municipal corporation, having a mailing address of 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 (“**Grantor**”) and XG Communities, LLC, a Delaware limited liability company, dba 5 Bars Communities with an address at 19200 Von Karman Ave, Suite 100, Irvine, CA 92612 (“**Grantee**”). Grantor and Grantee are sometimes collectively referred to as “Parties” or individually as “Party.”

RECITALS

- A. Grantor has property rights to that certain real property (the “**Property**”).
- B. Grantor and Grantee have entered into that certain “Wireless Marketing Agreement Between the City of Santa Fe Springs and 5 Bars Communities” dated [REDACTED], 2017 (“Marketing Agreement”) pursuant to which Grantee has agreed to provide certain consulting, marketing, and management services relating to the placement of Wireless Telecommunications Facilities on some or all of the Property.
- C. Pursuant to the Marketing Agreement, Grantor and Grantee have agreed to enter into this Agreement to that Grantee may enter upon the Property, upon 24 hour written notice to Grantor, to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Grantee’s use of the designated Property from all applicable governmental or regulatory entities, and to do those things on or off the designated Property that, in the sole opinion of Grantee, are necessary to determine the physical condition of the designated Property, the environmental history of the designated Property, and the feasibility or suitability of the designated Property for Grantee’s use (“Due Diligence Investigation”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

AGREEMENT

- 1. **Right of Entry.** Grantor hereby grants to Grantee and its agents, employees, contractors, subcontractors, and volunteers non-exclusive permission to enter over and across, as well as to use the Property as is reasonable and necessary, for the express purpose of conducting, at Grantee’s sole expense, the Due Diligence Investigation. (The above-described activities are collectively referred to hereafter as the “**Work**”).
- 2. **Term.** The Right of Entry granted pursuant to Section 1, above, shall be for a limited term, commencing as of the date of this Agreement and expiring upon the expiration or earlier termination of the Marketing Agreement.
- 3. **Entry at Own Risk; No Duty to Warn.** Grantee and its agents, employees, contractors, subcontractors, and volunteers shall access, enter and use the Property at their own risk and peril. Grantor shall have no duty to inspect the Property (or any portion thereof) and no duty to warn of any latent or patent defect, condition or risk which may exist on the Property.
- 4. **Liens.** Grantee shall not permit to be placed against the Property, or any part thereof, any mechanics’, materialmen’s, contractors’ or other liens (collectively, the “**Liens**”) arising out of the acts or omissions of the Grantee or its agents, employees, contractors, subcontractors, or volunteers hereunder. Grantee hereby

indemnifies and agrees to hold the Grantor and the Property free and harmless from all liability for any and all such Liens, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs reasonably incurred by Grantor in connection therewith.

5. **Hazardous Substances.** Grantee and its agents, employees, contractors, subcontractors, and volunteers shall not use, store or transport or allow the use, storage or transportation of any hazardous substances on or onto the Property.

6. **Restoration of the Property.** Except to the extent otherwise contemplated by this Agreement, Grantee shall, at its own cost and expense, restore the Property to the same condition in which it was prior to Grantee's entry.

7. **Indemnification by Grantee.** Except to the extent otherwise provided below, Grantee agrees to defend, hold harmless and indemnify Grantor from and against any and all, claims, demands, actions, and causes of action for injury or death of any person, or damages to property, arising out of or resulting from the use or access of the Property by the Grantee or its agents, employees, contractors, subcontractors, and volunteers pursuant to this Agreement. Notwithstanding the foregoing, the Grantee shall have no obligation to indemnify Grantor from a pre-existing condition at the Property where Grantee timely notified Grantor of the pre-existing condition after Grantee learns of the condition, or from the gross negligence or willful misconduct of Grantor.

8. **Authority to Execute.** Grantor warrants and represents to Grantee that it has legal rights to use the Property and may execute and approve this Agreement and no permission or consent of any other person is required to approve this Agreement.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

10. **Entire Agreement.** Grantor and Grantee agree that this Agreement, together with the Marketing Agreement and the License Agreement dated [REDACTED], 2017, contain all of the agreements, promises and understandings between Licensor and Licensee with regard to the Licensed Properties. No oral agreements, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

11. **Severability.** If any provision of this instrument, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. **Permits.** Prior to beginning any work, Licensee, at its sole expense, shall obtain all necessary permits (e.g. encroachment, traffic control, excavation) to use the Licensed Properties as permitted under this Agreement.

13. **All Expenses To Be Borne by Licensee.** Licensee shall bear any and all costs and expenses associated with the rights granted to Licensee to use the Licensed Properties, or any unforeseen costs or expenses incurred by the City relating to Licensee's use of the Licensed Properties in the performance of this Agreement.

14. **Hours of Operation.** The hours of operation that Licensee shall be permitted to conduct its project shall comply with the Municipal Code.

15. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of California.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

“GRANTOR”
City of Placentia

Date: _____

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

“GRANTEE”

XG COMMUNITIES, LLC, dba
5 BARS COMMUNITIES

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting 5 BARS' indemnification obligations, 5 BARS shall procure and maintain and shall cause all contractors, subcontractors and sublicensees to procure and maintain (5 BARS, contractors and/or sublicensees shall be referred to hereinafter, as the context dictates, as "Contractor"), prior to any activities on City Property in connection with the Agreement for the duration of the Agreement and any applicable sublicense entered into under and/or pursuant to the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the 5 BARS, a Contractor, and/or any of its agents, representatives, or employees.

Minimum Limits of Insurance

The policies and amounts of insurance required of Contractor shall be no less than the following:

1. **Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services office "occurent" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to: (1) name the City and employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement; and (b) provide that the insurance is primary and non-contributing with any other valid and collectible insurance or selfinsurance available to City. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.
2. **Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for "any auto." Such insurance shall be endorsed to: (a) name the City and employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement; and (b) provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.
3. **Workers Compensation Insurance** in accordance with the Labor Code of California (including Labor Code section 3700 and 3800) and covering all employees of Contractor providing any service in the performance of this Agreement. Such insurance shall be endorsed to waive the insurer's right of subrogation against the City and employees, representatives, officers and agents. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement, unless the insurance carrier is the State of California Insurance Fund ("SCIF") and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.
4. **Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. Contractor shall provide to Licensor and to the City a

Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of any work to be performed under this Sublicense and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. Further, all additional insured endorsements shall not: (1) be limited to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Sublicensee; (4) contain any other exclusion contrary to this Sublicense.

Acceptability for Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance or any federal law, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

5 BARS shall be responsible for causing any and all contractors and subcontractors in connection with this Agreement to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the contractor's or subcontractor's policies. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



City of Santa Fe Springs

City Council Meeting

August 24, 2017

PROCLAMATION

Proclamation Declaring September 8, 2017 as the City of Santa Fe Springs
2017 Fiestas Patrias Cultural Celebration

RECOMMENDATION

It is requested that the Mayor declare Friday, September 8, 2017 as the official day and the 50th anniversary of Fiestas Patrias in the City of Santa Fe Springs.

BACKGROUND

Fiestas Patrias is an annual community event that commemorates Mexico's independence from Spain in 1810. This year marks the 50th anniversary of this festive cultural and community celebration.

The festivities will focus on the arts, crafts, music, and history of the region of Mexico City, Mexico. This year a traditional approach of musical entertainment will be presented with folklorico dancers and various Mariachi performers.

The Mayor may wish to call upon Carlos Mendoza, Community Services Supervisor to assist with the presentation of the proclamation which will be received by members of the Family & Human Services Advisory Committee.

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

Thaddeus McCormack
City Manager

Attachment:

2017 Fiestas Patrias Proclamation

WHEREAS, the Santa Fe Springs City Council takes great pride in the cultural and historical background of its residents; and

WHEREAS, the City of Santa Fe Springs' Division of Family and Human Services seeks to recognize the rich cultural inheritance of the City's residents through people, parks, and programs; and

WHEREAS, September 8th will be the official observance days for the 2017 Fiestas Patrias; and

WHEREAS, this is the City's 50th annual Fiestas Patrias celebration, with this year's theme celebrating the region of Mexico City, Mexico and to celebrate the 207th anniversary of Mexico's Independence; and

WHEREAS, the City of Santa Fe Springs is proud of its rich Latino heritage and owes much to its residents of Mexican descent for their participation in all phases of community affairs; and

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim September 8, 2017 as

"Official Day of Fiestas Patrias"

to honor our many Mexican-American and Latino neighbors and friends, and further encourage the community to support the City's rich cultural heritage during its celebration of the 50th Annual Fiestas Patrias.

DATED this 24th day of August 2017

WILLIAM K. ROUNDS, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	2	Sarno
Parks & Recreation	1	Trujillo
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	4	Trujillo
Senior Citizens	1	Zamora
Sister City	2	Rounds
Sister City	4	Sarno
Sister City	2	Trujillo
Sister City	2	Zamora
Youth Leadership	2	Trujillo
Youth Leadership	1	Moore

Applications Received: Jazmine Aracely Duque.

Recent Actions: Destiny T. Cornejo was appointed to the Youth Leadership Committee. Frank Aguayo, Sr., and Mary Anderson were appointed to the Parks and Recreation Advisory Committee.

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

Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Rudy Legarreta Jr.

Dolores Romero

Lydia Gonzalez

Planning Commission

Senior Citizens Advisory

Frank Aguayo Sr.

Sister City

Traffic Commission

Youth Leadership

Jazmine Aracely Duque

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	(18)
	Vacant	
	Vacant	
	Guadalupe Placensia	(19)
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Sarno	Vacant	
	Irene Pasillas	(18)
	Vacant	
	May Sharp	(19)
Trujillo	Vacant	
	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	Vacant	

**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 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	
	Martha Villanueva	(18)
	Margaret Bustos*	(18)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

Organizational Representatives: Nancy Stowe
(Up to 5) 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	Laurie Rios	6/30/2018
Zamora	Larry Oblea	6/30/2018
Rounds	Pauline Moore	6/30/2018
Sarno	Francis Carbajal	6/30/2018
Trujillo	Amparo Oblea	6/30/2018

Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2018
Planning Commission	Gabriel Jimenez	6/30/2018
Chamber of Commerce	Debbie Baker	6/30/2018

Council/Staff Representatives

Council Liaison	Richard Moore
Council Alternate	Jay Sarno
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	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Linda Vallejo	(18)
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

**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	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Vacant	
	Andrea Lopez	(18)
	Vacant	
	Anthony Ambris	(19)
	Arcelia Miranda	(19)

**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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	
	Vacant	
	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Vacant	
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Josefina Canchola	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Vacant	
	Marcella Obregon	(19)
	Vacant	(18)

**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

Bryan Collins

Rounds

Johana Coca

Sarno

Alma Martinez

Trujillo

Greg Berg

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Vacant	(19)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Vacant	
	Ionnis Panou	(18)
	Vacant	
	Amber Marquez	(18)