



# AGENDA

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

**October 26, 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.

**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 September 28, 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 September 28, 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 City of Santa Fe Springs 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. CONSENT AGENDA**

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

a. Minutes of the September 28, 2017 City Council Meetings

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

b. Slurry Sealing Various Streets (FY 2017/18) – Award of Contract

**Recommendation:** That the City Council:

- Accept the bids; and
- Award a contract to Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$166,012.00.

**NEW BUSINESS**

**6. Approval of Use Agreements for Athletic Fields & Facilities with Community Sports**

**Recommendation:** That the City Council:

- Renew, approve and enter into the Use Agreements for Athletic Fields & Facilities with the following community sports organizations: Metropolitan Little League, Norwalk-Santa Fe Springs Saints Football & Cheer, and Santa Fe Saints 49ers Football.

**7. Fire Station No. 4 Underground Fuel Tank Removal – Authorization to Advertise for Construction Bids**

**Recommendation:** That the City Council:

- Approve the Plans and Specifications for the Fire Station No. 4 Underground Fuel Tank Removal; and
- Authorize the City Engineer to advertise for construction bids.

**8. Interstate-5 Freeway Widening/Florence Avenue & Valley View Avenue Segments – Public Relations/Community Outreach Professional Services Agreement**

**Recommendation:** That the City Council:

- Take the following action and authorize the Mayor to execute a Professional Services Agreement with South Star Engineering and Consulting Inc. of Riverside, California to provide Public Relations/Community Outreach consulting services in connection with the Interstate-5 (I-5) Freeway Widening/Florence Avenue & Valley View Avenue Segments, for a not to exceed fee of \$50,000.

**CLOSED SESSION**

**9. PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager

**Items 10 – 18 will occur in the 7:00 p.m. hour.**

- 10. INVOCATION**
- 11. PLEDGE OF ALLEGIANCE**
- 12. INTRODUCTIONS**
  - Representatives from the Chamber of Commerce
- 13. ANNOUNCEMENTS**
- 14. PRESENTATIONS**
  - a. Presentation by the Greater Los Angeles County Vector Control
  - b. Presentation – Relay for Life
  - c. Presentation by the Los Angeles County Economic Development Corporation ("LAEDC") for a Most Business Friendly City Award Finalist plaque by Carrie Rogers, Senior Vice President and Barbara Levine, Senior District Manager for the LAEDC
- 15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**
  - a. Committee Appointments
- 16. 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.*
- 17. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**
- 18. ADJOURNMENT**

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

  
\_\_\_\_\_  
**Janet Martinez, CMC**  
**City Clerk**

October 19, 2017

**Date**



**FOR ITEM NO. 3A**  
**PLEASE SEE ITEM NO. 5A**



# City of Santa Fe Springs

Public Financing Authority Meeting

October 26, 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 9/30/17	None
Outstanding principal at 9/30/17	\$1,960,000

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

Financing proceeds available for appropriation at 9/30/17	None
Outstanding principal at 9/30/17	\$36,986,736

#### Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 9/30/17	None
Outstanding principal at 9/30/17	\$24,945,000

#### 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.

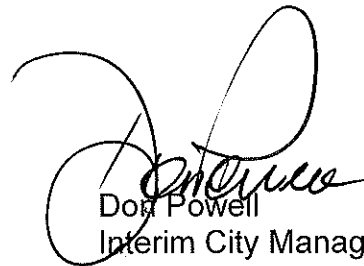
The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer 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.



Don Powell  
Interim City Manager/Executive Director

**FOR ITEM NO. 4A**  
**PLEASE SEE ITEM NO. 5A**



# City of Santa Fe Springs

Water Utility Authority Meeting

October 26, 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 9/30/17

None

Outstanding principal at 9/30/17

\$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 black ink, appearing to read "Don Powell", is written over a circular stamp or seal.

Don Powell  
Interim City Manager/Executive Director

Report Submitted By: Travis Hickey  
Finance and Administrative Services

Date of Report: October 19, 2017

ITEM NO. 4B



# City of Santa Fe Springs

## Water Utility Authority Meeting

October 26, 2017

### CONSENT AGENDA

#### 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.

#### 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. Gentry has completed the bacteriological portion of water main work on the west side of the I-605 Freeway and connections of the newly constructed water main to the existing water system will be completed by November 3, 2017.

#### City Council Study Session – Critical Water Issues

A study session was held on October 18, 2017 to discuss critical water issues facing the City of Santa Fe Springs Water Utility Authority. Major topics discussed were, the overall impact of groundwater contamination, funding and treatment alternatives for Water Well No. 12, discussion of constructing a high pressure water transmission main from Zones 1 and 2 to the City of Whittier Utility Authority, pursuing a water interconnect with the City of Downey, and the proposed new water production well, Water Well 18, located in Zone 1.

### INFRASTRUCTURE IMPACT

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 I-5 Florence Water Main Relocation, Phase II Project is funded through State Transportation Utility Agreements.

#### Attachments:

None

  
Don Powell

Interim Executive Director

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

 Date of Report: October 19, 2017

ITEM NO. 4C





APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

September 28, 2017

### 1. CALL TO ORDER

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

### 2. ROLL CALL

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

**Members absent:** None

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

Mayor Rounds announced that closed session item no. 17 was going to be discussed prior to the consent agenda items.

***Mayor Rounds recessed the meetings at 6:01 p.m.***

### PUBLIC FINANCING AUTHORITY

### 3. CONSENT AGENDA

#### **Approval of Minutes**

- a. Minutes of the August 24, 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.

- c. Resolution PFA-2017-001– Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

**Recommendation:** That the Public Financing Authority adopt City of Santa Fe Springs Resolution 9559, Santa Fe Springs Public Financing Authority Resolution PFA-2017-00, Establishing a Debt Management Policy for Each Agency.

Mayor Rounds announced that item 3C would be pulled to be discussed at the next Study Session.

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, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

#### **WATER UTILITY AUTHORITY**

#### **4. CONSENT AGENDA**

##### **Approval of Minutes**

- a. Minutes of the August 24, 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 WUA-2017-001 – Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

**Recommendation:** That the Water Utility Authority:

- Adopt City of Santa Fe Springs WUA-2017-001, Establishing a Debt Management Policy for Each Agency.

Mayor Rounds announced that item 4D would be pulled to be discussed at the next Study Session.

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

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

#### **SUCCESSOR AGENCY**

#### **5.**

- a. Resolution SA-2017-003 – Adopt a Resolution of the City Council of the City of Santa Fe Springs, Acting As the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, Approving the Issuance of Refunding Bonds, Approving Related Documents, and Providing for Other



Related Matters

**Recommendation:** That the Successor Agency:

Approve the proposed financing team and adopt the attached resolution approving the issuance of refunding bonds to refund outstanding bonds of the dissolved Community Development Commission, approve the execution of necessary financing documents and request Oversight Board approval for the issuance of refunding bonds.

- b. Resolution SA-2017-004 – Adopting a Debt Management Policy for the City of Santa Fe Springs Successor Agency to the Community Development Commission of the City of Santa Fe Springs

**Recommendation:** That the Successor Agency:

Adopt Successor Agency Resolution SA-2017-004 Establishing a Debt Management Policy for Each Agency.

Mayor Rounds announced that item 5B would be pulled to be discussed at the next Study Session.

It was moved by Council Member Trujillo, seconded by Council Member Zamora, approving Resolution No. SA-2017-003, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**CITY COUNCIL**

**6. CONSENT AGENDA**

- a. Minutes of the August 24, 2017 City Council Meetings

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

- b. AB1234 Conference Report

Pursuant to the requirements of AB1234, a report is required by any elected official attending a conference or seminar at the City's expense

**Recommendation:** That the City Council:

- Receive and file this report.

It was moved by Council Member Trujillo, seconded by Council Member Zamora, approving item no. 6A & 6B, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**COUNCIL MEMBER REQUESTED ITEM**

7. Cancellation of December 28, 2017 City Council Meeting

**Recommendation:** That the City Council:

- Approve the cancellation of the second meeting in December 2017.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving the cancellation of the second meeting in December 2017, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

### **PUBLIC HEARING**

8. Modification Permit (MOD) Case No. 1280, Modification Permit Case No. 1281 & Amendment to Development Agreement 02-2016: A request for a Modification of Property Development Standards to increase the maximum height related to the subject digital billboard from 50' to 60'; and MOD 1281: A request for a Modification of Property Development Standards to allow a reduction of the required side yard setback related to the subject digital billboard from 25'-0" to 9'-7", for property located at 13750 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to change height and setback requirements and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company).

**Recommendation:** That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing; and
- Find that the proposed Modification Permits, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Find that the applicant's Modification Permit request meets the criteria set forth in Sections 155.695 of the City's Zoning Regulations for the granting of a Modification in nonresidential zones; and
- Find that the proposed Modification Permits is within the scope of the Initial Study/Mitigated Negative Declaration which was previously prepared for the construction of two billboard signs (one static and one digital); therefore, additional environmental analysis is not necessary to meet the requirements of the California Environmental Quality Act (CEQA); and
- Approve of Modification Permit Case No. 1280 and 1281, subject to the conditions of approval as contained within this staff report; and
- Waive further reading and introduce Ordinance No. 1091, allowing certain amendments to Development Agreement 02-2016, to reflect the change to the height and setback requirements allowed by Modification Permit Case No. 1280 & 1281.

Mayor Rounds opened the Public Hearing at 6:40 p.m.

Mark Cudler from Bulleting Displays spoke in regards to the item.

Mayor Rounds closed the Public Hearing at 6:41 p.m.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving as staff recommended, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

9. Modification Permit (MOD) Case No. 1282 & Amendment to Development Agreement 02-2016: A request for a Modification of Property Development Standards to allow a reduction to the required building setback related to the subject static billboard from 25'-0" to 7'-8" on property located at 13700 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to the change to building setback requirements and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company).

**Recommendation:** That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing; and
- Find that the proposed Modification Permit, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Find that the applicant's Modification Permit request meets the criteria set forth in Sections 155.695 of the City's Zoning Regulations for the granting of a Modification in nonresidential zones; and
- Find that the proposed Modification Permit is within the scope of the Initial Study/Mitigated Negative Declaration which was previously prepared for the construction of two billboard signs (one static and one digital); therefore, additional environmental analysis is not necessary to meet the requirements of the California Environmental Quality Act (CEQA); and
- Approve Modification Permit Case No. 1282, subject to the conditions of approval as contained within this staff report; and
- Waive further reading and introduce Ordinance No. 1091, allowing certain amendments to Development Agreement 02-2016, to reflect the change to building setback requirements allowed by Modification Permit Case No. 1282.

Mayor Rounds opened the Public Hearing item at 6:42 p.m.

There were no speakers present.

Mayor Rounds closed the Public Hearing item at 6:42 p.m.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore as staff recommended, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

### **OLD BUSINESS – ORDINANCE FOR PASSAGE**

10. Ordinance No. 1089: An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations.

**Recommendation:** That the City Council:

- Waive further reading and adopt Ordinance No. 1089.

It was moved by Council Member Moore, seconded by Council Member Trujillo to waive further reading and adopt Ordinance No. 1089, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

11. Ordinance No. 1090: Zoning Text Amendment – Wireless Telecommunications Facilities  
An ordinance of the City Council of the City of Santa Fe Springs, California, amending Santa Fe Springs Municipal Code Title 15 (Land Usage), Section 155 (Zoning), Sections 155.377 (Permitted, Accessory and Conditional Uses Freeway Overlay Zone) and 155.381 (Design Standards Freeway Overlay Zone), and adding Chapter 157 to Santa Fe Springs Municipal Code Title 15 (Land Usage) to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas of the city.

**Recommendation:** That the City Council:

- Waive further reading and adopt Ordinance No. 1090.

It was moved by Council Member Zamora, seconded by Council Member Moore, to waive further reading and adopt Ordinance No. 1090, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

### **NEW BUSINESS**

12. Los Nietos Park Activity Center Floor Resurfacing-Authorization to Advertise for Construction Bids

**Recommendation:** That the City Council:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve the Specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

13. Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II) – Contract Change Order No. 1

**Recommendation:** That the City Council:

- Approve Contract Change Order No. 1 with G.J. Gentry General Engineering, Inc. (GGE), in the amount of \$87,760.85; and
- Authorize the Public Works Director to execute Contract Change Order No. 1.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to approve Contract Change Order no. 1 with G.J. Gentry General Engineering Inc. (GGE), in the amount of \$87,760.85; and authorize the Public Works Director to execute Contract Change Order No. 1, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**14. Greenleaf Avenue Street Rehabilitation – Authorization to Advertise for Construction Bids**

**Recommendation:** That the City Council:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Trujillo seconded by Council Member Zamora, to approve the plans and specifications; and authorize the City Engineer to advertise for construction, by the following vote:

**Ayes:** Moore, Zamora, Sarno, Rounds

**Nayes:** None

**15. Resolution No. 9559 – Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs**

**Recommendation:** That the City Council:

Adopt City of Santa Fe Springs Resolution 9559 Establishing a Debt Management Policy for Each Agency

Item No. 15 was pulled from the agenda.

**CLOSED SESSION**

**16. PUBLIC EMPLOYMENT EVALUATION**

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: Interim City Manager

**CLOSED SESSION**

**17. PUBLIC EMPLOYEE APPOINTMENT**

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager

**CLOSED SESSION**

**18. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property: APN 8009-007-915 for the property located at the Southwest corner of Telegraph Road and Norwalk Boulevard

(Pursuant to California Government Code Section 54956.8)

Negotiating Parties: Don Powell

Under Negotiation: Price and Terms for the Sale of Property

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***Mayor Rounds recessed the meetings at 6:47 p.m.***

***Mayor Rounds convened the meeting at 7:31 p.m.***

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**CLOSED SESSION REPORT**

City Attorney Yolanda Summerhill reported that there were no actions taken for the closed session items.

**19. INVOCATION**

Invocation was led by Council Member Moore.

**20. PLEDGE OF ALLEGIANCE**

Raylene Perez, 5<sup>th</sup> grade student from Jersey Avenue Elementary School led the Pledge of Allegiance.

**21. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: Den Berkenfield, CBRE and Kathie Fink, Chamber CEO.

**22. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:.

- Southern California Teen Coalition Rocktober, Friday, October 6, 2017 at 4p.m.
- 20 Magical Years of Harry Potter, Saturday, October 7, 2017 at 2p.m.
- Fashion Friday, Friday, October 20, 2017 at 5p.m.

**23. PRESENTATIONS**

- a. Proclaiming October 4, 2017 as "Walk to School Day"
- b. Proclaiming the Month of October 2017 as "Breast Cancer Awareness Month"
- c. Proclaiming the Month of October 2017 as "Community Planning Month"
- d. Proclaiming October 8-14, 2017 as "Fire Prevention Week"

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

**a. Committee Appointments**

Council Member Zamora appointed Gloria Madrid to the Senior Citizen Committee.

**25. ORAL COMMUNICATIONS**

Butch Redman spoke during oral communications.

**26. EXECUTIVE TEAM REPORTS**

- Mike Crook, Fire Chief provided an update on the Fire Department: 1) he first spoke about Eight (8) Fire Rescue personnel that were assigned to the Canyon Incident located in Orange County. Personnel responded to the incident shortly after it started, Monday, September 25<sup>th</sup>, and were immediately assigned to structure protection on Skyline Drive. The fire had burned over 2000 acres and as of 7:30 a.m. and it is 45% contained; 2) Second, a reminder the Santa Fe Springs Fire Rescue Open House will take place on Sunday, October 15<sup>th</sup> from 8:00am to 2:00pm at Fire Station Four. As in years past, the Rotary Club will be holding its annual Car Show in the Town Center/Post Office parking lot during the same time. The firefighters association will be serving complimentary hotdogs, conducting station tours, and displaying equipment. The Rotary Club car show is free to get in and they will have food trucks and a beer garden 3) third, in September of last year, the City was reassessed for their Public Protection Classification (PPC) rating also known as the Insurance Services Office (ISO) rating. The Department of Fire Rescue leads this re-assessment and the rating is a combination of the fire department equipment and operations (50%), fire dispatch services (10%), and the City water system (40%). The City was able to maintain its Class 2 rating. Nationally, we rank in the top 1,342 out of 48,632 Fire Departments, 2.7%. 4) Personnel in the Department of Fire Rescue will wearing the Department pink t-shirt during the month of October to bring awareness and recognition to National Breast Cancer Awareness month. Department personnel will be participating in the Relay for Life event tomorrow evening. The firefighters will be making and serving carne asada tacos to raise money for the American Cancer Society.
- Jose Gomez, Finance Director/Assistant City Manager provided an update on the SPRING system. Noted that personnel are being trained to prepare the launch of the system for next year.
- Maricela Balderas, Community Services Director announced spoke about the Library Services Division receiving \$51,000 grant awarded by the California State Library. The grant program called "Tech To Go", will be allowing the Library to purchase Chromebooks and hotspots for use by local students at Jersey Avenue School and Lake Center Middle School The pilot program will allow parents of these students to check out technology to help their children get ahead in school. This grant award would be brought to the next Council Meeting. She also spoke about the summer aquatic program that begins on June 12<sup>th</sup> and runs through Sunday, October 1<sup>st</sup>. Programming includes both private and group swim lessons, water aerobics, lap swim, recreation swim, swim team and junior lifeguards. In addition to these programs, the aquatic center was available for private reservations. She noted that over the course of the program 840 participates enrolled in swim classes, 49 in youth team and 17 youth in junior guards and

private lessons. She announced that the Activity Center would be closed due to the Haunted House and the new gym floor renovation. The Activity Center will be closed beginning on October 4, 2017 and will remain closed through mid-December. Last, she spoke about looking into having a satellite office at Town Center for 2 and half days a week. This will allow her to be more accessible to the Parks and Recreation and Library Staff.

- Dino Torres, Director to Police Services spoke in regards to SEAACA program called Pets 4 Troops.
- Captain Aviv Barr spoke in regards the type of crimes that occur during the following months, especially during the holidays. He provided tips on how to avoid these crimes.
- Wayne Morrell, Director of Planning spoke in regards to the National Community Planning Month Smart Gardening Workshop taking place on October 14, 2017 from 9:15 a.m. to 11:00 a.m. at the at the Community Gardens. He also announced that the Los Angeles County Economic Development Corporation (LAEDC) today announced the finalists for its 2017 Most Business-Friendly City in Los Angeles County Award. The Cities Compton, Downey, Inglewood, Lakewood and Long Beach were the finalist for the population of 68,000. As for the cities of Arcadia, Azusa, Monrovia, Rosemead and Santa Fe Springs are finalists in the population under 68,000 category. One winner from each category. He also added that one winner from each category will be announced live at the 22<sup>nd</sup> Annual Eddy Awards on Thursday, November 9th, at the new Intercontinental Hotel.
- Noe Negrete, Director of Public works spoke in regards to the Reservoir Anti-Nitrification Mixer, he stated that the water utility staff installed the mixer on September 16, 2017 and there have been positive documented results that have benefit the mixer; He also spoke in regards to the Sycamore Trees in the City, he noted most of them have been infested with bugs and 81 trees are currently being treated to try to save them; last, he spoke in regards to a Claim/lawsuit that Norwalk and Santa Fe Springs was involved that related to two (2) individuals that were killed crossing the street in the border line of Norwalk and Santa Fe Springs. He stated that Santa Fe Springs was not found responsible since one staff member had taken appropriate safety measures, however, Norwalk did not follow those measures and was found responsible.

The following comments were made by the City Council:

- Mayor Pro Tem thanked staff for their hard work and also spoke about the Relay event.
- Council Member Trujillo thanked for all the employees hard work and said that she will be attending the Relay for Life event.
- Council Member Moore thanked Wayne Morrell for taking care of the permit issue; requested to place an item on next agenda to add the "Excused Absences" back for approval.
- Council Member Zamora thanked the Women's club for hosting the symphony concert. He also thanked staff for all their hard work. Last, he provided an update on visiting the City's Sister City Navojoa.



**ADJOURNMENT**

Mayor Rounds adjourned the meeting at 8:30 p.m. in memory of John William Tyler, Isabel Gutierrez and Denise Bar.

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

**ATTEST:**

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

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

October 26, 2017

## CONSENT AGENDA

### Slurry Sealing Various Streets (FY 2017/18) – Award of Contract

#### RECOMMENDATION

That the City Council take the following actions:

- Accept the bids; and
- Award a contract to Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$166,012.00.

#### BACKGROUND

The City Council, at their meeting of August 24, 2017, authorized the City Engineer to advertise for construction bids. The project includes the installation of slurry seal which is a mixture of asphalt emulsion and fine aggregate spread on the surface of a road. The project will extend the life of existing pavement by protecting the undersurface from wear through traffic and weather.

Bids were opened on October 3, 2017 and a total of three bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals are in compliance with the project specifications. The low bidder for the project was Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$166,012.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Roy Allan Slurry Seal Inc.	\$ 166,012.00
All American Asphalt	\$ 186,685.00
American Asphalt South	\$ 334,505.00

The bid submitted by Roy Allan Slurry Inc. is approximately 18% below the Engineer's Estimate of \$203,500.00. The decrease is due to the cost of oil and materials.

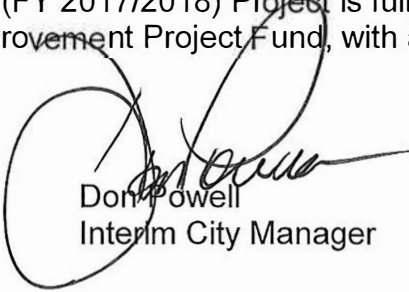
The Department of Public Works has reviewed the bids and has determined the low bid submitted by Roy Allan Slurry Seal Inc., to be satisfactory.

#### LEGAL REVIEW

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

#### FISCAL IMPACT

The Slurry Sealing Various Streets (FY 2017/2018) Project is fully funded through the Utility Users Tax (UUT) Capital Improvement Project Fund, with a total project budget of \$235,000.

  
Don Powell  
Interim City Manager

Attachment:  
Agreement

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

Date of Report: October 17, 2017

ITEM NO.5B

**CITY OF SANTA FE SPRINGS**

**CONTRACT AGREEMENT**

FOR

**SLURRY SEALING VARIOUS STREETS  
(FY 2017/18)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 26<sup>th</sup> day of October, 2017, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Roy Allan Slurry Sea, Inc. as CONTRACTOR in the amount of \$166,012.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

### ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

### ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

THE CITY OF SANTA FE SPRINGS

By:

\_\_\_\_\_  
WILLIAM K. ROUNDS, MAYOR

ATTEST:

\_\_\_\_\_  
JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
YOLANDA SUMMERHILL, CITY ATTORNEY



# *City of Santa Fe Springs*

*City Council Meeting*

October 26, 2017

## **NEW BUSINESS**

### Approval of Use Agreements for Athletic Fields & Facilities with Community Sports Organizations

#### RECOMMENDATION

That the City Council renew, approve and enter into the Use Agreements for Athletic Fields & Facilities with the following community sports organizations: Metropolitan Little League, Norwalk-Santa Fe Springs Saints Football & Cheer, and Santa Fe Saints 49ers Football.

#### BACKGROUND

Community sports organizations play an important role in fostering youth's interest in athletics. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers. These volunteers give willingly of their time and talents to register and coach community youth, and also work snack bars and fundraise to further grow participation. In Santa Fe Springs, they provide athletic opportunities for well over 850 community youth.

The City of Santa Fe Springs has established great working relationships with three such community sports organizations: Metropolitan Little League (Metro), Norwalk-Santa Fe Springs Saints Football & Cheer (Saints), and Santa Fe Springs 49ers Football (49ers). Over the years, the City has provided space at its parks and athletic fields for Metro, the Saints, and the 49ers to condition, practice, and play. Additionally, these organizations use City facilities to store equipment and sell concessions.

At its meeting of June 9, 2016, the City Council approved and entered into Use Agreements with the Saints and 49ers for the 2016 and 2017 seasons. Those two-year agreements will terminate on November 30, 2017. The Use Agreement with Metro will expire on December 31, 2017.

#### SUMMARY

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and the three aforementioned community sports organizations. This agreement was also reviewed by the City Attorney. The agreement specifies the locations, dates, and times of use, establishes the expectations of the community sports organizations, outlines the responsibilities of both parties, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

Report Submitted By: Maricela Balderas/Wayne Bergeron  
Department of Community Services

Date of Report: October 19, 2017

**ITEM NO. 6**

The proposed Use Agreement before the City Council will require the following from Metro, the Saints, and the 49ers:

- \$2,000 contribution to the City per season for use of City facilities.
- Provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities.
- Provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- Obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- Agree to scheduled and unscheduled inspections of the City facilities.
- Provision of non-profit status designation and annual financial statement.
- Roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- The Use Agreement, upon mutual consent of both the City and the community sports organization may renew this agreement every year; provided that sports organization operates the facility in conformance with all regulations and within the terms of the Use Agreement.
- Will have one-time use of a City facility for end of season banquet (Saints and 49ers) or fundraising event (Metro).

In the interest of time, not all items could be listed, but these are some noteworthy items.

The following outlines the facilities and dates of use for each community sports organization:

Metropolitan Little League

Facilities: Lake Center Athletic Park, Betty Wilson Center (concession area and library room. The main room may be requested for use and may be used if available), and Lakeview Park (tryouts).

Time of use: Tryouts January 20 & 27, 2018; and Practice and games from February 1 through November 30, 2018.

Norwalk-Santa Fe Saints Football & Cheer

Facilities: Lakeview Park for spring conditioning and Little Lake Park for football and cheer practice (fields for practice, concession area, and storage room).

Time of use: Spring Conditioning begins first Sunday in March (March 4, 2018) until the last Sunday in June (June 24, 2018); Football Practice from July 1, 2018 through November 30, 2018; and Cheer Practice from July 1, 2018 through February 28, 2019.

Santa Fe Springs 49ers

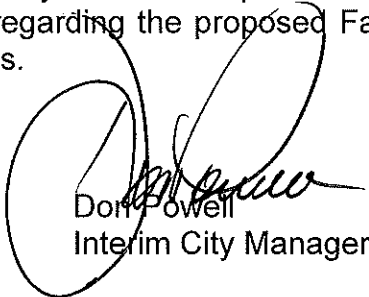
Facilities: Santa Fe Springs Park for spring conditioning and football practice and Santa Fe Springs Athletic Fields for football practice (fields for practice, concession area, and storage room).

Time of Use: Spring Conditioning begins first Sunday in April (April 1, 2018) until the last Sunday in June (June 24, 2018); Football Practice at Santa Fe Springs Park from July 1, 2018 through September 3, 2018. On the Tuesday after Labor Day, practice will move to Santa Fe Springs Athletic Fields from September 4, 2018 through November 30, 2018.

FISCAL IMPACT

As was mentioned earlier in this report, the three community sports organizations will contribute \$2,000 each to the City's General Fund. The \$6,000 received will assist in defraying some of the costs incurred by the organizations for use of Parks & Recreation Services facilities.

The Mayor may call upon Community Services Supervisor Wayne Bergeron to answer questions the Council may have regarding the proposed Facility Use Agreements with the community sports organizations.



Don Powell  
Interim City Manager

Attachment(s)

Use Agreement for Athletic Fields & Facilities – Metropolitan Little League  
Use Agreement for Athletic Fields & Facilities – Norwalk-Santa Fe Springs Football & Cheer  
Use Agreement for Athletic Fields & Facilities – Santa Fe Springs 49ers Football





**COMMUNITY SERVICES DEPARTMENT  
PARKS & RECREATION SERVICES DIVISION**

**USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Metropolitan Little League*, (hereinafter referred to as "ORGANIZATION").

**RECITALS:**

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a baseball program to the youth of the community;
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

**1. TERM OF AGREEMENT**

AGENCY grants ORGANIZATION the right to use *Lakeview Park* located at 10225 Jersey Avenue and *Lake Center Athletic Park* and *Betty Wilson Center* located at 11641 Florence Avenue, in Santa Fe Springs, including the use of the three baseball fields, the concession area (including snack bar & kitchen), the Betty Wilson Center library/meeting room, and equipment storage room located in the Betty Wilson Center (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use the *Lake Center Athletic Park* and *Betty Wilson Center* for a period of time and, when available, commencing in January 20, 2018 and terminating on November 30, 2018 for the following activities and periods of time:

- *Tryouts* – Being held on the last two Saturdays in January.
- *Spring Baseball Season Practices and Games* – Beginning February 1<sup>st</sup> through June 30<sup>th</sup>.
- *Baseball Tournament Season (including All Stars, Sectional, and Regional Playoffs)* – Beginning July 1<sup>st</sup> through August 30<sup>th</sup>.
- *Fall Baseball Season Practices and Games* – September 1<sup>st</sup> through November 30<sup>th</sup>.

Specifically, the ORGANIZATION will utilize *Lakeview Park* for tryouts for the last two Saturdays in January from 9:00 a.m. – 5:00 p.m.; *Lake Center Athletic Park* and *Betty Wilson Center* for the Spring Baseball Season Monday through Friday from 5:00 p.m. – 9:30 p.m. and Saturdays 8:00 a.m. – 6:00 p.m. for practices and games beginning February until the end of June; for the Baseball Tournament Season Monday through Friday from 5:30 p.m. – 9:00 p.m. and Saturdays from 9:00 a.m. – 1:00 p.m. for practices and games from the beginning July and ending in August; and for the Fall Baseball Season Monday through Friday from 5:30 p.m. – 9:00 p.m., Saturdays from 9:00 a.m. – 1:00 p.m., and Sundays from 8:00 a.m. – 5:00 p.m. for practices and games from the beginning of September until the end of November.

Additionally, ORGANIZATION may upon request to use the Betty Wilson Center main room for meetings, depending on availability.

Further, AGENCY will grant to ORGANIZATION one-time use of an AGENCY facility, upon availability and at no cost, for its annual fundraising event.

This AGREEMENT shall remain in effect through November 30, 2018, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. This AGREEMENT, upon the mutual consent of the AGENCY and ORGANIZATION, may be renewed every year; provided that ORGANIZATION utilizes operates the Subject Facilities in conformance to the AGREEMENT and regulations applicable thereto.

## **2. USE OF FACILITIES**

ORGANIZATION's right to use the Subject Facilities will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times
  - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.

- H. Annual financial statement from the prior season. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, AGENCY may withhold use of the Subject Facility.

### **3. RESPONSIBILITY FOR ACTIVITIES**

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

### **4. ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services & Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.

- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of this who will supervise facilities and grant facility access to ORGANIZATION.
- H. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

## **5. LEGAL RESPONSIBILITIES**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

## **6. USE OF PREMISES**

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

Subject Facilities does not include the use of the Betty Wilson Center. Use of the Betty Wilson Center requires another facility use rental application and additional fees.

## **7. EXCLUSIVE RIGHT**

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to or transferable to any persons, teams or leagues.

## **8. MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or the AGENCY.

## **9. INSPECTION**

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or

hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION's agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

## **10. IMPROVEMENTS**

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

## **11. TITLE TO IMPROVEMENTS**

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

## **12. SIGNS**

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

## **13. TERMINATION OF THIS AGREEMENT**



existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.



5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to

satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.

12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

#### **19. INDEMNIFICATION**

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

#### **20. INDEPENDENT CONTRACTOR**

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

#### **21. ENTIRE AGREEMENT OF THE PARTIES**

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

ORGANIZATION: Metropolitan Little League

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

CITY OF SANTA FE SPRINGS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yolanda M. Summerhill  
City Attorney



**COMMUNITY SERVICES DEPARTMENT  
PARKS & RECREATION SERVICES DIVISION**

**USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Norwalk-Santa Fe Springs Saints Youth Football & Cheer*, (hereinafter referred to as "ORGANIZATION").

**RECITALS:**

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a football sports and cheer program to the youth of the community;
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

**1. TERM OF AGREEMENT**

AGENCY grants ORGANIZATION the right to use the *Little Lake Park* located at 10900 Pioneer Boulevard, in Santa Fe Springs, including the use of the grass field areas of the located within the four baseball diamonds, the concession stand/kitchen, and equipment storage room for a period of time and, when available (hereinafter "Subject Facilities"). The ORGANIZATION has also been granted the right to use *Lakeview Park*, located at 10225 Jersey Avenue in Santa Fe Springs for a period of time and, when available. The AGENCY grants ORGANIZATION the right to use the *Little Lake Park* and *Lakeview Park* commencing March 1, 2018 and terminating February 28, 2019 for the following activities and periods of time and, when available:

- *Spring Conditioning* – Beginning the first Sunday in March until the last Sunday in June.
- *Football Practice* – Beginning July 1<sup>st</sup> until November 30<sup>th</sup>.
- *Cheer Practice* – Beginning July 1<sup>st</sup> until the end of February.

Specifically, the ORGANIZATION will utilize *Lakeview Park* from 12:00 p.m. – 2:00 p.m. for spring conditioning every Sunday beginning in March and ending in June; *Little Lake*

*Park* for football practices Monday – Friday from 6:00 p.m. – 8:00 p.m. for football practice from July until Labor Day.; and for cheer practice Monday–Friday from 6:00 p.m. – 8:00 p.m. Beginning the Tuesday after Labor Day until the completion of the football season at the end of November, both football and cheer practices will be held Tuesday–Thursday from 6:00 p.m. – 8:00 p.m. at *Little Lake Park*.

Since the cheer season lasts until February 2019, an AGENCY indoor facility will be made available for cheer practice from December 1<sup>st</sup> until February 28<sup>th</sup> upon request and depending on availability. ORGANIZATION will be responsible for paying AGENCY for costs related to staffing.

Additionally, AGENCY will grant to ORGANIZATION one-time use of an AGENCY facility, upon availability and at no cost, for use of ORGANIZATION's end of season banquet.

This AGREEMENT shall remain in effect through November 30, 2018, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. This AGREEMENT, upon the mutual consent of the AGENCY and ORGANIZATION, may be renewed every year; provided that ORGANIZATION utilizes the Subject Facilities in conformance to the AGREEMENT and regulations applicable thereto.

## **2. USE OF FACILITIES**

ORGANIZATION's right to use the Subject Facilities will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for one season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times (for both football and cheer)
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Annual financial statement from the prior season. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player and cheerleader.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, AGENCY may withhold use of the Subject Facilities.

### **3. RESPONSIBILITY FOR ACTIVITIES**

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

### **4. ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services & Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and



ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.

- G. AGENCY has provided two (2) keys to access the equipment storage room to the ORGANIZATION.
- H. AGENCY will assign City staff during season hours, as identified in Item 1 of this agreement, who will supervise facilities and grant facility access to ORGANIZATION.
- I. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- J. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- K. No power vehicles/equipment other than City operated are permitted on the fields.
- L. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

## **5. LEGAL RESPONSIBILITIES**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

## **6. USE OF PREMISES**

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

Subject Facilities does not include the use of the Betty Wilson Center. Use of the Betty Wilson Center requires another facility use rental application and additional fees.

## **7. EXCLUSIVE RIGHT**

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to or transferable to any persons, teams or leagues.

## **8. MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or the AGENCY.

## **9. INSPECTION**

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the part of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

#### **10. IMPROVEMENTS**

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

#### **11. TITLE TO IMPROVEMENTS**

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

#### **12. SIGNS**

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

#### **13. TERMINATION OF THIS AGREEMENT**

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

#### **14. NOTICE**

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY:

City of Santa Fe Springs  
Community Services Department  
Attention: Director of Community Services  
9255 S. Pioneer Boulevard  
Santa Fe Springs, CA 90670

To ORGANIZATION:

Norwalk Santa Fe Springs Saints Youth  
Football & Cheer  
Attention: President  
P.O. Box 2521  
Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

**15. ATTORNEYS FEES**

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

**16. GOVERNING LAW**

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

**17. ASSIGNMENT**

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

**18. INSURANCE**

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.

13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the

duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

#### **19. INDEMNIFICATION**

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

#### **20. INDEPENDENT CONTRACTOR**

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

#### **21. ENTIRE AGREEMENT OF THE PARTIES**

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.



ORGANIZATION: Norwalk-Santa Fe Springs Youth Football & Cheer

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

CITY OF SANTA FE SPRINGS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yolanda M. Summerhill  
City Attorney



**COMMUNITY SERVICES DEPARTMENT  
PARKS & RECREATION SERVICES DIVISION**

**USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Santa Fe Springs 49ers Youth Football*, (hereinafter referred to as "ORGANIZATION").

**RECITALS:**

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a football sports program to the youth of the community;
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

**1. TERM OF AGREEMENT**

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park*, located at 10068 Cedardale Drive in Santa Fe Springs for a period of time and, when available. The ORGANIZATION has also been granted the right to use the *Santa Fe Springs Athletic Fields*, located at 9720 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining west office/utility room (hereinafter "Subject Facilities") for a period of time and, when available. AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park* and *Santa Fe Springs Athletic Fields* commencing April 1, 2018 and terminating November 30, 2018 for the following activities and periods of time and, when available:

- *Spring Conditioning* – Beginning the first Sunday in April until the last Sunday in June.
- *Football Practice* – Beginning July 1<sup>st</sup> until November 30<sup>th</sup>.

Specifically, the ORGANIZATION will utilize *Santa Fe Springs Park* Sundays from 9:00 a.m. 11:00 a.m. for spring conditioning and Monday–Friday from 6:00 p.m. – 8:00 p.m. for football practice from July until Labor Day. Beginning the Tuesday after Labor Day, the ORGANIZATION will change practice locations and move to the *Santa Fe Springs Athletic Fields*. From the Tuesday after Labor Day until the completion of the football

season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m.

Additionally, AGENCY will grant to ORGANIZATION one-time use of an AGENCY facility, upon availability and at no cost, for use of ORGANIZATION's end of season banquet.

This AGREEMENT shall remain in effect through November 30, 2018, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. This AGREEMENT, upon the mutual consent of AGENCY and ORGANIZATION, may be renewed every year; provided that ORGANIZATION operates the Subject Facilities in conformance to the AGREEMENT and regulations applicable thereto.

## **2. USE OF FACILITIES**

ORGANIZATION's right to use the Subject Facilities will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times
  - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Annual financial statement from the prior season. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, AGENCY may withhold use of the Subject Facilities.

## **3. RESPONSIBILITY FOR ACTIVITIES**

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities

conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

#### 4. **ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services & Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of

this who will supervise facilities and grant facility access to ORGANIZATION.

- H. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

## **5. LEGAL RESPONSIBILITIES**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

## **6. USE OF PREMISES**

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

Subject Facilities does not include the use of the Betty Wilson Center. Use of the Betty Wilson Center requires another facility use rental application and additional fees.

## **7. EXCLUSIVE RIGHT**

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams, or leagues.

## **8. MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or the AGENCY.

## **9. INSPECTION**

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION's agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

## **10. IMPROVEMENTS**

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

## **11. TITLE TO IMPROVEMENTS**

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

## **12. SIGNS**

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

## **13. TERMINATION OF THIS AGREEMENT**

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

## **14. NOTICE**

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY:

City of Santa Fe Springs  
Community Services Department  
Attention: Director of Community Services  
9255 S. Pioneer Boulevard  
Santa Fe Springs, CA 90670

To ORGANIZATION:

Santa Fe Springs 49ers Youth Football  
Attention: President  
10617 Orr & Day Road  
Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

**15. ATTORNEYS FEES**

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

**16. GOVERNING LAW**

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

**17. ASSIGNMENT**

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

**18. INSURANCE**

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:



- A. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured

endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.

13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the

duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

## **19. INDEMNIFICATION**

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

## **20. INDEPENDENT CONTRACTOR**

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

## **21. ENTIRE AGREEMENT OF THE PARTIES**

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

ORGANIZATION: Santa Fe Springs 49ers Youth Football

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

CITY OF SANTA FE SPRINGS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yolanda M. Summerhill  
City Attorney



# City of Santa Fe Springs

City Council Meeting

October 26, 2017

## NEW BUSINESS

Fire Station No. 4 Underground Fuel Tank Removal - Authorization to Advertise for Construction Bids

### RECOMMENDATION

That the City Council take the following actions:

- Approve the Plans and Specifications for the Fire Station No. 4 Underground Fuel Tank Removal; and
- Authorize the City Engineer to advertise for construction bids.

### BACKGROUND


Located at Fire Station No. 4 exists a 1,000 gallon diesel gasoline fuel tank for the purpose of fueling emergency vehicles and the emergency generator servicing City Hall, Town Center Hall and Fire Station No. 4. The underground tank was taken out of service due to changes in regulations and potential tank corrosion leading to environmental issues. In anticipation of the removal of the underground tank, the emergency generator was upgraded with a self-contained fuel tank.

The project consists of demolition of concrete pavement, excavation, complete removal of the underground fuel tank and its appurtenances including the fuel dispenser, soil samples beneath the tank and piping for hydrocarbons and volatile organic compounds analysis, and paving of concrete pavement to match existing.

The estimated construction cost of the Fire Station No. 4 Underground Fuel Tank Removal is \$50,000. The total project cost including construction, engineering and inspection and contingency is \$75,000. The estimate for the project is derived from the most current cost of similar types of construction projects in the area. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction:	\$ 50,000
Engineering:	\$ 5,000
Inspection:	\$ 5,000
Contingency:	\$ 15,000
Total Construction Cost	\$ 75,000

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

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

Date of Report: October 19, 2017

ITEM NO. 7

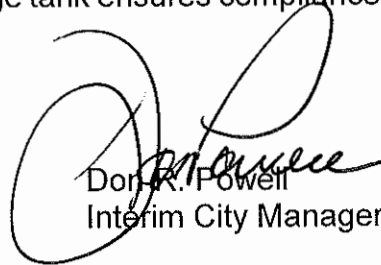
**FISCAL IMPACT**

The Fire Station No. 4 Underground Fuel Tank Removal project is included in the approved Capital Improvement Plan (CIP) with an original budget of \$101,000 funded by the CIP Bond. The project consists of two phases; the first phase was the installation of the self-contained emergency generator fuel tank at a cost of \$54,000.

The second phase consisting of removal of the 1,000 gallon underground fuel tank. Staff is anticipating a shortfall in funding; however, staff will recommend an adjustment to the project budget when the City Council awards a contract for the removal of the underground fuel tank.

**INFRASTRUCTURE IMPACT**

Removal of the underground storage tank ensures compliance of current underground storage tank regulations.



Don R. Powell  
Interim City Manager

Attachment:  
None





# City of Santa Fe Springs

City Council Meeting

October 26, 2017

## NEW BUSINESS

Interstate-5 Freeway Widening/Florence Avenue & Valley View Avenue Segments - Public Relations/Community Outreach Professional Services Agreement

### RECOMMENDATION

That the City Council take the following action and authorize the Mayor to execute a Professional Services Agreement with SouthStar Engineering and Consulting Inc. of Riverside, California to provide Public Relations/Community Outreach consulting services in connection with the Interstate-5 (I-5) Freeway Widening/Florence Avenue & Valley View Avenue Segments, for a not to exceed fee of \$50,000.

### BACKGROUND

The Interstate-5 (I-5) Freeway Widening at Florence Avenue & Valley View Avenue Segment Projects are currently under construction. Until recently, the I-5 Freeway projects in construction have included a comprehensive public relations/community outreach component provided by Caltrop, Inc. under contract to Caltrans. The public outreach contract will expire in December 2017. Caltrans is in the process of soliciting bids for community outreach on the project.

SouthStar Engineering and Consulting Inc. staff and Ms. Vanessa Barrientos in particular, are highly knowledgeable of construction activities, always available and can communicate effectively with the impacted residents and businesses. SouthStar's approach to public outreach and communication includes door-to-door outreach, attending construction meetings, technical staging meetings, project site meetings, public meetings, presentations, construction notices, updated project fact sheets, long term closure exhibits and toll-free helpline communication. Ms. Barrientos's knowledge of construction practices allows her to explain the impacts of construction in layperson terms and therefore provides a service that is beyond the typical public outreach staff person. Ms. Barrientos has been providing public outreach service to the City for over three years, and for over four-and-a-half years as the Caltrans public outreach consultant. She is familiar with the City's needs to keep the community informed of the construction.

The I-5 Freeway Widening/Florence Avenue and Valley View Avenue Segments, involves the partial closures and full reconstruction of the Florence Avenue Bridge and the Valley View Avenue Bridge over the I-5 Freeway. In addition, there will be major changes in the grade and layout of both bridge approaches, and the realignment of City frontage roads impacted by the widening of the freeway.

The I-5 Freeway Widening/Florence Avenue and Valley View Avenue Segments will have a significant impact on many City residents and businesses. As result, staff is recommending the City Council execute a professional services agreement with SouthStar Engineering and Consulting Inc., to provide public relations and community

Report Submitted By: Noe Negrete, Director  Date of Report: October 19, 2017  
Department of Public Works

ITEM NO. 8



outreach consulting services for both segments. The professional services agreement would be for an amount not to exceed \$50,000. A consulting services proposal from SouthStar Engineering and Consulting Inc., including tasks, materials and costs, is attached.

Staff, in collaboration with the I-5 Joint Powers Authority, will continue pursuing additional funding for public relations/community outreach for this and other segments of the I-5 Freeway Widening projects.

Furthermore, staff will continue to encourage Caltrans to provide public relations and community outreach services by procuring a consultant to do so. Staff is optimistic that Caltrans can procure these services within the near future.

#### **LEGAL REVIEW**

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

#### **FISCAL IMPACT**

Professional Services with SouthStar Engineering and Consulting, Inc. to provide Public Relations/Community Outreach for the I-5 Freeway is budgeted within the Public Works Engineering FY 2017/18 operating budget.



Don Powell  
Interim City Manager

Attachment:  
Agreement

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SOUTHSTAR ENGINEERING & CONSULTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26<sup>TH</sup> day of October, 2017 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Southstar Engineering & Consulting, Inc., a ("Consultant").

**WITNESSETH:**

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Public Relations and Community Outreach Consulting services as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Consultant's Proposal"), attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$50,000 Dollars (\$ 50,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue until expenditures total compensation or until the services are no longer required.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of

termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant'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.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

SouthStart Engineering & Consultants,  
Inc.  
1945 Chicago Avenue  
Riverside, CA 92507  
(951) 342-3120  
Attn: Yvette Kirrin

IF TO CITY:

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

Tel: (562) 868-0511  
Attn: Noe Negrete

COURTESY COPY TO:

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

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized



subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Yvette Kirrin, President

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



1945 Chicago Ave, Unit 'C-2' Riverside CA 92507 T 951.342.3120 F 951.342.3148

October 11, 2017

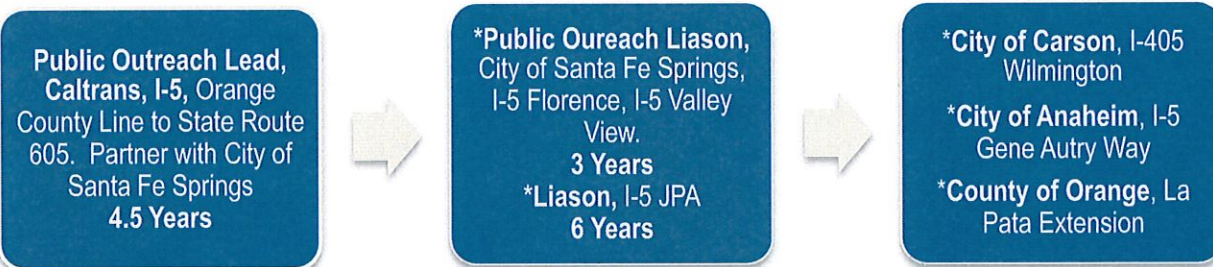
Mr. Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
Department of Public Works  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670

**Subject: Public Outreach Support Services for the I-5 Freeway Projects | On-Call Professional Engineering Services**

Dear Mr. Negrete:

We are pleased to submit our cost proposal to continue providing Public Outreach and consulting services for I-5 Freeway Projects. **Southstar Engineering & Consulting, Inc. (Southstar)** is the team to deliver the quality, trust, responsiveness, innovation and value that the City's residents and staff expect.

Our proposed staff, **Vanessa Barrientos** is bilingual and has a breadth and depth of experience with capital improvement projects, combined her local and proven approach to delivering creative and effective public outreach services makes her the right candidate to continue working with the City. Ms. Barrientos has a proven and successful track record of developing and executing a comprehensive outreach plans for Caltrans, County, City and Transit Agencies. Below is a diagram showing Ms. Barrientos's local and valuable experience.



We look forward to working with the City of Santa Fe Springs and to assisting you with your Public Outreach needs. If you have questions or need additional information please contact me at (626) 644-8058 (cell) or at [Yvette@kes-inc.com](mailto:Yvette@kes-inc.com).

Sincerely,  
**Southstar Engineering & Consulting, Inc.**

*Yvette Kixix*

President



**EXHIBIT B**  
**FEE SCHEDULE**



**SCOPE OF WORK: Public Outreach and Construction Support | I-5 Florence and Valley View Interchange Projects**

	Community Outreach Representative		Graphic Designer		Support Staff		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
<b>Outreach Tasks</b>								
<b>Task 1 - Project Coordination</b>								
Coordinate with Caltrans, Caltrans PR, Local Agencies and Contractor								
Coordinate/Attend Weekly Construction Meetings								
Coordinate/Attend Other Project Related Meetings (UPA)								
Coordinate Shuttle Bus with Pupil Transportation and Santa Fe High School								
<b>Task 2 - Community Outreach   Residents, Business and Schools</b>								
Coordinate/Attend One-on-one meetings (with impacted community)								
Provide Responses/follow-ups: Questions and Answers								
<b>Task 3 - Presentations and Briefings</b>								
Coordinate/Develop PowerPoint								
<b>Task 4 - Event Planning</b>								
Community/Neighborhood Meetings								
<b>Task 5 - Collateral Material</b>								
Notifications/Posters								
Project Maps								
	200	\$ 24,000.00		\$ -		\$ -	200	\$ 24,000.00
	100	\$ 12,000.00		\$ -		\$ -	100	\$ 12,000.00
	30	\$ 3,600.00		\$ -		\$ -	30	\$ 3,600.00
	20	\$ 2,400.00		\$ -	20	\$ 1,200.00	40	\$ 3,600.00
		\$ -	40	\$ 5,040.00		\$ -	40	\$ 5,040.00
		\$ -		\$ -		\$ -	0	\$ -
<b>Other Direct Cost</b>								
Printing								\$1,500
Events								\$200
<b>Grand Totals</b>							<b>410</b>	<b>\$ 49,940</b>

Not to exceed



# *City of Santa Fe Springs*

City Council Meeting

October 26, 2017

## **PRESENTATION**

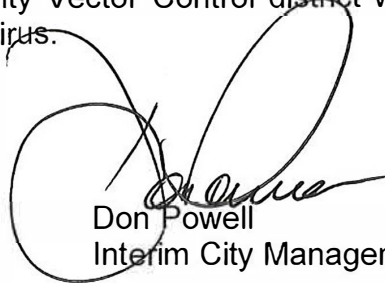
Presentation from Greater Los Angeles County Vector Control District

## **RECOMMENDATION**

That the City Council call upon Levy Sun, Public Information Officer for the Greater Los Angeles County Vector Control District.

## **BACKGROUND**

The Greater Los Angeles County Vector Control district will be providing a brief presentation on the West Nile Virus.



Don Powell  
Interim City Manager

## **Attachments:**

None



# *City of Santa Fe Springs*

City Council Meeting

October 26, 2017

## **PRESENTATION**

Presentation – Relay for Life

## **RECOMMENDATION**

The Mayor may wish to call upon Tammy Murray.

## **BACKGROUND**

Over the past 16 years, since the first Santa Fe Springs Relay for Life was organized in 2001, the support of thousands of volunteers and sponsors have made the most impact by fundraising. It unites communities across the globe to celebrate people who have battled cancer, remember loved ones lost, and take action to finish the fight once and for all.

Representatives from Relay for Life will be at the Council Meeting to report on this year's event.



Don Powell  
Interim City Manager

Attachment:

None





# *City of Santa Fe Springs*

City Council Meeting

October 26, 2017

## **PRESENTATION**

Presentation by the Los Angeles County Economic Development Corporation ("LAEDC") for a Most Business Friendly City Award Finalist plaque by Carrie Rogers, Senior Vice President and Barbara Levine, Senior District Manager for the LAEDC

### **RECOMMENDATION:** That the City Council:

- May wish to call upon, Carrie Rogers, Senior Vice President and Barbara Levine, Senior District Manager for the Los Angeles County Economic Development Corporation to assist with this presentation.

## **BACKGROUND**

The Los Angeles County Economic Development Corporation (LAEDC) created the *Most Business-Friendly City in Los Angeles County* award category in 2006 to recognize cities within the County that facilitate ease-of-doing-business and proactively promote business-friendly programs and services in the interest of attracting and retaining good quality jobs for their residents. Every year, a blue ribbon panel evaluates nominations submitted by the cities in LA County.

This year, the City of Santa Fe Springs, along with the cities of Arcadia, Azusa, Monrovia, Rosemead, was recently announced as a finalist for *Most Business-Friendly City of 2017*. Santa Fe Springs qualified for this nomination in the category of cities with a population under 68,000. The cities of Compton, Downey, Inglewood, Lakewood and Long Beach are finalists for the population of 68,000 and over category.

All finalists were selected through independent review by a panel of blue ribbon judges, based on several criteria, including: demonstrated priority commitment to economic development; excellence in programs and services designed to facilitate business entry, expansion, and retention; competitive business tax rates and fee structures; availability of economic incentives; and effective communication with and about business clients.

One winner from each category will be announced live at the 22<sup>nd</sup> Annual Eddy Awards on Thursday, November 9th, at the new Intercontinental Hotel at the Wilshire Grand in Downtown Los Angeles. The Eddy Awards is the most prestigious awards program to recognize leadership development in business, education and government throughout Los Angeles County. At the 2016 Eddy Awards, the City of Pico Rivera was recognized as the Most Business Friendly City in the small city category and the City of Santa Clarita for large cities.

If the City wins the 2017 award, it will be the second time that the City has been named *Most Business-Friendly City*. The first time was 2009.



Don R. Powell  
Interim City Manager



# City of Santa Fe Springs

City Council Meeting

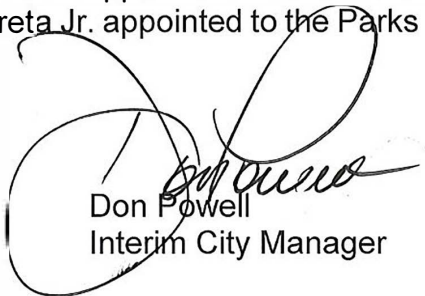
October 26, 2017

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Family & Human Services	1	Moore
Historical	2	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	2	Sarno
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	2	Sarno
Senior Citizens	4	Trujillo
Sister City	3	Rounds
Sister City	4	Sarno
Sister City	3	Trujillo
Sister City	3	Zamora
Traffic Commission	1	Trujillo

**Applications Received:** None.

**Recent Actions:** Bernardo Landin was appointed to the Youth Leadership Advisory Committee and Rudy Lagarreta Jr. appointed to the Parks & Recreation Advisory Committee.

  
Don Powell  
Interim City Manager

Attachments:  
Committee Lists  
Prospective Members

Report Submitted by: Janet Martinez  
City Clerk

Date of Report: October 19, 2017

**ITEM NO.15A**

## **Prospective Members for Various Committees/Commissions**

**Beautification**

**Community Program**

**Family & Human Services**

**Heritage Arts**

**Historical**

**Personnel Advisory Board**

**Parks & Recreation**

**Planning Commission**

**Senior Citizens Advisory**

Frank Aguayo Sr.

**Sister City**

**Traffic Commission**

**Youth Leadership**

# BEAUTIFICATION COMMITTEE

last edited 10/5/17

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 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
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)
	<b>Vacant</b>	
Sarno	Irene Pasillas	(18)
	May Sharp	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
Trujillo	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*



# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

last edited 10/5/17

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
<b>Moore</b>	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	<b>Vacant</b>	
<b>Zamora</b>	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Sarno</b>	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
<b>Trujillo</b>	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

last edited 10/5/17

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	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	Amparo Oblea	6/30/2019

### Committee Representatives

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

### Council/Staff Representatives

Council Liaison	Richard Moore
Council Alternate	Jay Sarno
City Manager	Don Powell
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*Indicates person currently serves on three committees*

# HISTORICAL COMMITTEE

updated 10/12/17

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
<b>Moore</b>	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
<b>Zamora</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Larry Oblea	(18)
<b>Rounds</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Mark Scoggins*	(19)
	Janice Smith	(19)
<b>Sarno</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Sally Gaitan	(19)
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Merrie Hathaway	(19)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

last updated 10/17/17

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
<b>Moore</b>	Mary Tavera	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
<b>Zamora</b>	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
<b>Sarno</b>	Rudy Lagarreta Jr.	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	<b>Vacant</b>	(18)
	David Diaz-Infante	(19)
<b>Trujillo</b>	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	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

## PLANNING COMMISSION

last updated 10/17/17

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

updated 10/9/2017

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
<b>Moore</b>	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
<b>Rounds</b>	<b>Vacant</b>	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
<b>Sarno</b>	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Margaret Bustos*	(19)
	<b>Vacant</b>	

*\*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
<b>Moore</b>	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
<b>Zamora</b>	Charlotte Zevallos	(18)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
	Doris Yarwood	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Manny Zevallos	(18)
	Susan Johnston	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Jeannette Wolfe	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	<b>Vacant</b>	(18)
	Andrea Lopez	(18)
	<b>Vacant</b>	
	Marcella Obregon	(19)
	<b>Vacant</b>	(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	Vacant
Zamora	Nancy Romo

\*Albert Hayes removed on 7/19/17

# YOUTH LEADERSHIP COMMITTEE

last updated 10/18

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)
	Jazmine A. Duque	(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	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	Amber Marquez	(18)