

AGENDA

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

> November 20, 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. <u>Americans with Disabilities Act:</u> 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.

<u>Please Note:</u> 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.

November 20, 2017

City of Santa Fe Springs Regular Meetings

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. <u>Minutes of the October 26, 2017 Public Financing Authority Meeting</u> 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. <u>Minutes of the October 26, 2017 Water Utility Authority Meeting</u> Recommendation: That the Water Utility Authority: • Approve the minutes as submitted.
	 Monthly Reports b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)</u> Recommendation: That the Water Utility Authority: Receive and file the report.
	 <u>Status Update of Water-Related Capital Improvement Projects</u> Recommendation: That the Water Utility Authority: Receive and file the report.

City of Santa Fe Springs Regular Meetings

November 20, 2017

	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. <u>Minutes of the October 26, 2017 City Council Meetings</u> Recommendation: That the City Council: Approve the minutes as submitted.
	 b. <u>Quarterly Treasurer's Report of Investments for the Quarter Ended September 30,</u> <u>2017</u> Recommendation: That the City Council: Receive and file the report.
	 c. <u>Greenleaf Avenue Street Rehabilitation – Award of Contract</u> Recommendation: That the City Council: Appropriate \$140,000 from the Capital Improvement Plan Bond Fund to Greenleaf Avenue Street Rehabilitation (Activity 455-397-S038), Accept the bids; and Award a contract to Gentry Brothers Inc. of Irwindale, California, in the amount of \$989,115.00.
6.	OLD BUSINESS <u>Consideration of Security Options for the Clarke Estate and Heritage Park</u> Recommendation: That the City Council: • Provide direction on the security options for the Clarke Estate and Heritage Park as outlined within the report.
7.	NEW BUSINESS Procedure for Approving and/or Denying Claims Against the City Recommendation: That the City Council: • Provide staff direction as to the procedure for approving/denying claims against the City.
8.	 <u>Discussion Regarding Renewal of Use Agreements for Athletic Fields and Facilities with</u> <u>Community Sports Organizations</u> Recommendation: That the City Council: Discuss the information included in the report and make a recommendation to staff for providing the outline of the Field Use Agreements for the Community Sports Organizations which will be brought back to the City Council on December 14, 2017 for final approval.
9.	FY 2016-17 Preliminary Financial Year-End Review Recommendation: That the City Council: 3

City of Santa Fe Springs Regular Meetings

November 20, 2017

	 Amend the fiscal year 2016-17 budget to authorize the transfer of \$269,000 from the General Fund to the Equipment Replacement Fund. Amend the fiscal year 2016-17 budget to authorize the transfer of \$121,500 from the General Fund to the Employee Benefits Fund. Amend the fiscal year 2016-17 budget to authorize the transfer of \$49,500 from the General Fund to the Prefunded Capital Improvement Projects (CIP) Fund. Direct City Staff to apply any remaining balance from the fiscal year 2016-17 year-end results to the unassigned General Fund Reserve account. Direct City Staff to apply the entire residual Water Fund balance from the fiscal year 2016-17 year-end results to the Unassigned General Fund balance from the fiscal year 2016-17 year-end results to the unassigned General Fund balance from the fiscal year 2016-17 year-end results to the Unassigned General Fund balance from the fiscal year 2016-17 year-end results to the Unassigned General Fund balance from the fiscal year 2016-17 year-end results to the Unassigned General Fund balance from the fiscal year 2016-17 year-end results to the Unassigned General Fund balance from the fiscal year 2016-17 year-end results to the Unassigned Fund Water Fund balance from the fiscal year 2016-17 year-end results to the Unassigned Fund Water CIP Reserve Funds (approximately \$1.9 million).
10.	 <u>Approval of 2018 Art Fest Event – Professional Services Agreement</u> Recommendation: That the City Council: Authorize the Director of Community Services to execute a Professional Services Agreement with Crepe's and Grapes, LLC. Sandra Hahn, upon review and selection of Option #1 or Turnkey Option #2.
11.	 Modifications of Employee Titles and Requesting a Change to Title and Salary Schedule Recommendation: That the City Council: Approve the change in title and salary range for Assistant Civil Engineer position, and; Approve the request to modify the salary range for the Part-Time Non-Benefitted Bus Driver position.
12.	CLOSED SESSION <u>PUBLIC EMPLOYMENT APPOINTMENT</u> (Pursuant to California Government Code Section 54957(b)(1)) TITLE: City Manager
13.	CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to California Government Code Section 54956.8) Agency Designated Representative: Jose Gomez, Acting City Manager Employee Organization: Santa Fe Springs Employee Association (Items 14 – 22 will occur in the 7:00 p.m. hour.
14.	INVOCATION
15.	PLEDGE OF ALLEGIANCE
16.	INTRODUCTIONS Representatives from the Chamber of Commerce

City of Santa Fe Springs Regular Meetings

November 20, 2017

17.	ANNOUNCEMENTS	
18.	PRESENTATIONS a. Interstate 5 Freeway-Florence Avenue Segme	nt Status Update
19.	APPOINTMENTS TO BOARDS, COMMITTEES, a. Committee Appointments	COMMISSIONS
20.	ORAL COMMUNICATIONS This is the time when comments may be made by agenda having to do with City business.	interested persons on matters not on the
21.	CITY MANAGER'S AND EXECUTIVE TEAM RE	PORTS
22.	ADJOURNMENT	
	I hereby certify under penalty of perjury under the laws agenda was posted at the following locations; Santa I Santa Fe Springs City Library, 11700 Telegraph Road, Telegraph Road, not less than 72 hours prior to the mee	Fe Springs City Hall, 11710 Telegraph Road; ; and the Town Center Plaza (Kiosk), 11740
	Janet Martinez (pm) Janet Martinez, CMC City Clerk	November 16, 2017 Date

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



City of Santa Fe Springs

Public Financing Authority Meeting

November 20, 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	None
Financing proceeds available for appropriation at 10/31/17	
Outstanding principal at 10/31/17	\$1,960,000
Consolidated Redevelopment Project 2006-A Tax Allocation Bonds	
Financing proceeds available for appropriation at 10/31/17	None
Outstanding principal at 10/31/17	\$36,986,736
Consolidated Redevelopment Project 2007-A Tax Allocation Refund	ling Bonds
Financing proceeds available for appropriation at 10/31/17	None
I maneling proceeds available for appropriation at 10/0 mm	

Bond Repayment

Outstanding principal at 10/31/17

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.

Date of Report: November 15, 2017

\$24,945,000

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.

Kan le

Jose Gomez Acting City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services Date of Report: November 9, 2017

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



City of Santa Fe Springs

Water Utility Authority Meeting

November 20, 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.

<u>Water Revenue Bonds, 2013</u> Financing proceeds available for appropriation at 10/31/17 Outstanding principal at 10/31/17

None \$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.

Jose Gomez Acting City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services ITEM NO. 4B

City of Santa Fe Springs

November 20, 2017

Water Utility Authority Meeting

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 (I-5) Widening Water Main Relocation 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. Gentry has completed the portion of Phase II work west of the I-605 Freeway, and will re-mobilize to complete the portion on Orr and Day Road beginning in the new year, 2018.

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 a State Utility Agreement.

Jose Gomez Acting City Manager

Attachments: None

Report Submitted By:

Noe Negrete, Director Department of Public Works

Date of Report: November 14, 2017

ITEM NO. 4C

APPROVED:



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

October 26, 2017

1. CALL TO ORDER

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

2. ROLL CALL

Members present: Councilmembers/Directors: Moore, 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.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

 Minutes of the September 28, 2017, Public Financing Authority Meeting Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

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

It was moved by Council Member Trujillo, 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 September 28, 2017, Water Utility Authority Meeting
 - Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- 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. <u>Status Update of Water-Related Capital Improvement Projects</u> **Recommendation:** That the Water Utility Authority receive and file the report.

It was moved by Council Member Zamora, seconded by Council Member Moore, approving Item No. 4A, 4B, & 4C, by the following vote: Ayes: Moore, Trujillo, Zamora, Sarno, Rounds Nayes: None

CITY COUNCIL

5. CONSENT AGENDA

- <u>Minutes of the September 28, 2017 City Council Meetings</u> Recommendation: That the City Council approve the minutes as submitted.
- <u>Slurry Sealing Various Streets (FY 2017/18) Award of Contract</u> 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.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, approving Item No. 5A, and 5B, by the following vote: Ayes: Moore, Trujillo, Zamora, Sarno, Rounds Nayes: None

NEW BUSINESS

- 6. <u>Approval of Use Agreements for Athletic Fields & Facilities with Community Sports</u> 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.

Item no. 6 was pulled to be discussed at the Council Meeting of November 20, 2017.

- 7. <u>Fire Station No. 4 Underground Fuel Tank Removal Authorization to Advertise for</u> 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.

It was moved by Council Member Moore, seconded by Council Member Zamora, to 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, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds Nayes: None

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

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.

It was moved by Council Member Moore, seconded by Council Member Trujillo, to 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.

The motion was amended by Mayor Pro Tem Sarno, seconded by Council Member Moore, to 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 \$10,000, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds Nayes: None

CLOSED SESSION

9. PUBLIC EMPLOYMENT EVALUATION

(Pursuant to California Government Code Section 54957(b)(1)) TITLE: Interim City Manager

Mayor Rounds recessed the meetings at 6:14 p.m.

Mayor Rounds convened the meeting at 7:04 p.m.

CLOSED SESSION REPORT

City Attorney Yolanda Summerhill stated there were no reportable actions.

10. INVOCATION

Invocation was led by Council Member Zamora

11. PLEDGE OF ALLEGIANCE

Two 5th grade students Shanti Lara and Olivia Ortega from Cresson Elementary School led the Pledge of Allegiance.

12. INTRODUCTIONS

Representatives from the Chamber of Commerce: No chamber representatives were
present; Principal for Little Lake School District was present.

13. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:.

- Scare Dare Event, Tuesday, October 31, 2017 9a.m. 11:30 a.m.
- Halloween Carnival and Costume Parade, Tuesday, October 31, 2017 5:30 p.m. -9 p.m.
- Family Fun Night, Friday, November 3, 2017 6 p.m. 8 p.m.

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 There were no appointments made by Council.

16. ORAL COMMUNICATIONS

There were no speakers present.

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- Jose Gomez, Assistant City Manager/Finance Director stated that Don Powell, Interim City Manager was going to be at Southeast Asia and in the meantime he will be sitting in his place. He also announced about Council Meetings that will be moved for the holiday. Third, he spoke about Joe Angel Zamora encouraging staff to celebrate Dodgers.
- Dino Torres, Police Services Director spoke about the Whittier Christmas parade that takes place in December.
- Wayne Morrell, Planning Director spoke about the small business administration and will have the information on the City's economic website to encourage women to be entrepreneurs.
- Noe Negrete, Public Works Director spoke about the annual rubbish truck inspections that took place on October 17-19, 2017. Also, spoke about the Rosecrans/Marquardt Community Meeting that was scheduled on October 17, 2017 at La Mirada Resource Center. There were 45 that participated at the meeting.
- Maricela Balderas, Community Services Director spoke about the newsletter that
 was printed by PIH. Their Community Spotlight section mentioned the City of Santa
 Fe Springs Gus Velasco Center and the programs they offer. She also spoke about
 Fashion Friday and spoke about what was present at the event, included a short
 video. Also, spoke about Dia De Los Muertos event that took place last Saturday.
 Last, she thanked the Public Works staff for their help with the haunted house.
- Alex Tong, Director of Technology Services spoke about having the City lose Frankie for a position in Los Angeles as IT Assistant.
- Mike Crook, Fire Chief spoke about the Santa Fe Springs Fire and Rescue fire patches for \$10; reminded everyone to change their batteries on their home smoke detectors.
- Yolanda Summerhill, City Attorney spoke about SB649, she stated the Governor has vetoed the Bill; therefore the city has terminated the agreement with 5bars.

The following comments were made by the City Council:

- Mayor Pro Tem Sarno thanked staff for the Red Ribbon parade.
- Council Member Trujillo thanked staff for painting the city pink. Also, recognized the red ribbon parade, thanked staff for the event as well.
- Council Member Moore also thanked all staff for all their hard work.
- Council Member Zamora thanked staff for all their hard work on everything they do for the City.
- Mayor Rounds thanked all staff for their work and the events that they have offered for the City. Noted that all sugar skulls that were placed for the Dia de Los Muertos event were made by staff, admired their hard work. Encouraged everyone to attend the Haunted house at the Activity Center.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:54 p.m.

> William K. Rounds Mayor

ATTEST:

Date

Janet Martinez City Clerk

City of Santa Fe Springs

City Council Meeting

November 20, 2017

CONSENT CALENDAR

Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2017.

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017 bringing the total principal invested to \$30.8 million.

Ms. Sarah Meacham, a Director with PFMAM along with her staff, regularly provide a quarterly update to the Council Finance Subcommittee (Mayor Pro Tem Sarno and Councilmember Moore), including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions. City and PFMAM staff met with the Council Finance Subcommittee on November 15, 2017 to review the portfolio performance for the quarter ended September 30, 2017. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report was also provided to each Councilmember on October 31st, 2017.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$107,951 for the most recent quarter. The interest income represents actual cash receipts received by the City plus the amortization of any discounts or premiums. The figure does not include unrealized gains or losses.

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at September 30, 2017 was 1.68%, up from 1.56% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. The total return is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the

Report Submitted By: Jose Gomez, City Treasurer Date of Report: November 15, 2017 Travis Hickey, Assistant City Treasurer

ITEM NO. 5B

City of Santa Fe Springs



City Council Meeting

November 20, 2017

City's portfolio for the quarter ended September 30, 2017 was a 0.39% while the benchmark total return was 0.29%. The City's overall portfolio performance then, was .10% better than the benchmark. The City's portfolio has outperformed the benchmark total return every quarter under management by PFMAM.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Controller, and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 1.07% for the quarter while the MMF returned 0.47%. The LAIF accounts returned a total of \$134,724 in interest income.

The attached Treasurer's Report contains all investments under the control of the City. The investments at market value are summarized as follows:

Pooled Cash and Investments	\$48.2 million
Successor Agency Unspent Bonds	17.1 million
Bonds Reserves and Debt Service	12.5 million
Total Investments	\$77.8 million

Pooled cash and investments consist of the PFMAM managed account and LAIF. The Successor Agency unspent bonds are held in LAIF and are the source of funds for ongoing capital improvement projects.

The bond reserves and debt service funds consist of the MMF and LAIF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the water utility, the former Community Development Commission, and the Heritage Springs Assessment District.

The investments at market value are summarized by type as follows:

PFMAM Managed Portfolio	\$31.4 million
LAIF	44.4 million
MMF	2.0 million
Total Investments	\$77.8 million

Date of Report: November 15, 2017



City Council Meeting

November 20, 2017

PFMAM and Staff will continue to work with the Council Finance Subcommittee to review any proposed changes to the portfolio make up.

Jose Gomez Acting City Manager

Attachment:

Treasurer's Report of Investments (Quarter Ended September 30, 2017) PFMAM Investment Performance Review (Quarter Ended September 30, 2017)

QUAR	QUARTER ENDED SEPTEMBER 30, 2017	TER ENDED SEPTEMBER 30, 2017	3ER 30, 2017	10			
DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	SALES SALES	ENDING BALANCE	MARKET	QUARTERLY INVESTMENT EARNING	ANNUAL
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 31,041,355.71	\$ 8,877,910.02	\$ 8,480,285.73	\$ 31,438,980.00	\$ 31,350,694.73	\$ 107,951.15	1.68%
LOCAL AGENCY INVESTMENT FUND	26,971,049.29	6,068,942.42	16,150,000.00	16,889,991.71	16,873,812.30	68,942.42	1.07%
SUBTOTAL POOLED INVESTMENTS	58,012,405.00	14,946,852,44	24,630,285,73	48,328,971.71	48.224.507.03	176,893.57	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	18,140,689.19	41,775.52	1,102,582.83	17,079,881.88	17,083,520.57	41,775.52	1.07%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	405.96	0.93	406.89	•		0.93	1.07%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D: City of Santa Fe Springs	817,086.62	846.57	,	817,933.19	817,933.19	846.57	0.47%
Successor Agency	11,435,315.54	11,589.08	10,437,012.52	1,009,892.10	1,009,892.10	11,589.08	0.47%
Heritage Springs Assessment District	328,080.99	333.31	120,598.75	207,815.55	207,815.55	333.31	0.47%
Subtotal First American Treasury Obligations Fund Class D	12,580,483,15	12,768.96	10,557,611.27	2,035,640.84	2,035,640.84	12,768.96	
Local Agency Investment Fund Successor Agency	10,424,280.16	24,005.69		10,448,285.85	10,438,277.13	24,005.69	1.07%
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	23,004,763.31	36,774,65	10,557,611.27	12,483,926.69	12,473,917,97	36,774.65	
TOTAL INVESTMENTS	\$ 99,158,263,46	\$ 15,025,403.54	\$ 36,290,886.72	\$ 77,892,780.28	\$ 77,761,945.57	\$ 255,444.67	
Notes: (1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses. (2) Unspert bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects. (3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.	detailed analysis of Minclude unrealized for ongoing capital in eserves and paymer	the managed portfol gains and losses. provement projects it of bond principal a	ilo. All information ex nd interest.	cept for the market v	alue is reported on 1	휟	
CERTIFICATION: The investment transactions are in commission with the investment nulling anomoused by the City Council	nnuad hu tha Citu C			t	Carl		
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.	ures for the next six i	months.		7	1		
				JOSE GOMEZ	JOSE GOMEZ, CITY TREASURER	~	

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CITY OF SANTA FE SPRINGS

Investment Performance Review

For the Quarter Ended September 30, 2017

Client Management Team

Sarah Meacham, Managing Director

Richard Babbe, Senior Managing Consultant

PFM Asset Management LLC

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QUARTERLY MA	QUARTERLY MARKET SUMMARY For the Quarter Ended September 30, 2011
SUMMARY	INTEREST RATES
 For the first time since 2007, all 45 national economies in the OECD (Organisation for Economic Co-operation and Development) are expanding. Against the backdrop of historically low interest rates, reasonably favorable economic data, and positive consumer, business and investor optimism, the U.S. economy is on track to grow at 	
 a modest pace in the range of 2% to 2.5% annually. Although the current slow rate of inflation remains a conundrum, the Federal Reserve (Fed) is pursuing monetary policy normalization. At its September 	 The two-year Treasury yield ended the quarter higher by 11 basis points (bps) (0.11%) to 1.49%—the highest level since 2008—while the 10-year Treasury yield rose only 2 bps (0.02%) over the quarter to close at 2.33%.
meeting, the Federal Open Market Committee (FOMC) announced a tapering of its balance sheet securities holdings to begin in October under the terms of the previously released normalization principles and plans. In addition, the updated "dot plot" projection indicated an expectation for one additional rate hike in 2017.	 In the money market space, federal debt ceiling concerns resulted in a temporary inversion of the short-term yield curve. The higher risk associated with Treasuries maturing in early October and the expected date for the U.S. Treasury to run out of borrowing capacity translated into higher vields for those maturities. But, the vield
 Slow progress on the policy front in Washington has somewhat tempered investors' earlier exuberance, but markets retain an air of complacency. Numerous geopolitical risks loom, however, including mounting nuclear tensions with North 	curve quickly normalized after Congress passed an extension to the debt limit until December, along with a hurricane aid package and a temporary resolution to fund the government for three months.
Korea, trade issues related to NAFTA and China, border and immigration issues, ongoing conflicts with Russia, and the "Brexit" implementation in the UK.	 In the short-term credit markets, yields on commercial paper and bank CDs rose in lockstep with expectations about future Fed rate hikes.
 U.S. equity markets marched to new heights with the S&P 500 rising 4.5% during the quarter. All three major U.S. indices booked record highs, with the 	SECTOR PERFORMANCE
telecommunications, information technology, and energy sectors in the lead. ECONOMIC SNAPSHOT	 U.S. Treasury index returns were positive for the third quarter. Flattening of the yield curve caused longer maturities to outperform shorter ones as the increase in short-term rates modestly detracted from returns for the quarter.
 Second quarter gross domestic product (GDP) accelerated to an annualized growth rate of 3.1%, up from the prior quarter's 1.4% pace. Consumer spending and business investment led the increase. Heavy Gulf Coast damage from recent 	 Federal agencies outperformed comparable-maturity Treasuries while the sector's already-narrow yield spreads tightened even further on the back of limited supply and persistent investor demand.
 humicanes are expected to handlcap near-term growth and create holse in upcoming economic data, but weather-related impacts are usually transitory. The U.S. economy added less than 100,000 jobs per month (on average) in the 	 Corporate yield spreads continued tightening, generating outperformance over comparable-maturity Treasuries for the quarter and even more so year-to-date. Strong earnings growth and balance sheets continue to provide a good foundation
third quarter, but the unemployment rate fell to 4.2%, the lowest rate since 2001. Jobless claims spiked following the hurricane disruption, but the uptick is expected	for the sector. Yield spreads are narrow, which limits their upside, but the incremental income on corporates is an important contributor to incremental return.
to be temporary. In a positive sign, wage growth rose 2.9% year-over-year through September but may also have been distorted by the hurricanes. Inflationary pressures remained subdued. The personal consumption expenditures 	 After three straight quarters of underperformance, the mortgage-backed securities (MBS) sector performed well in the third quarter, outperforming Treasuries and traditional agencies.
price index, excluding food and energy, (core PCE), rose only 1.3% year-over-year in August, well short of the Fed's 2% target—the explanation for which continues to elude Fed officials. Absent evidence that the weakness is permanent, however, the Fed's outlook remains stable.	 High quality asset-backed securities (ABS) also performed positively relative to Treasuries. Further spread compression in the ABS sector is likely to be limited, given that current level spreads sit at historically tight levels.
 On the global front, growth in Europe has picked up, with unemployment in some countries at record lows, while inflation (outside the UK) remains very muted. 	 Short-term commercial paper and bank CDs continue to offer value relative to both short- and intermediate-term government securities.
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Fixed Income Management

QUARTERLY MARKET SUMMARY

Economic Snapshot

4.2%	4.4%	4.9%	Unemployment Rate (tett) vs. Change in Northirm Peyrolis (right) Change in Non-Farm Payrolis
-33,000	210,000	249,000	Most
2.9%	2.5%	2.7%	See 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2.8%	2.7%	2.4%	N.K.
243,000	250,000	247,000	4%
3.1%	1.2%	2.2%	Real GDP (QoQ) 5%
3.3%	1.9%	3.6%	428
4.4%	3.0%	3.1%	
60.8	57.8	51.7	
5.35 mil.	5.51 mil.	5.47 mil.	Jun 14 Dec'14 Jun 15 Dec'15 Jun 16 Dec'16 Jun 17
1.4%	1,4%	1.4%	Consumer Price Index CPI (YoY) Core CPI (YoY)
2.2%	1.6%	1.5%	
1.7%	1.7%	2.2%	
\$61.67	\$46.04	\$48.24	
\$1,282	\$1,242	\$1,313	Sep'14 Mar'15 Sep'15 Mar'16 Sep'16 Mar'17
	2.8% 3.1% 3.1% 4.4% 60.8 5.01 1.7% 51.67	8 6 6 F	2.7% 2.4% 2.4% 2.50,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 247,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000 244,0000000000

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Source: Bloomberg.

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Fixed Income Management

QUARTERLY MARKET SUMMARY

BofA Merrill Lynch Index Returns

	As of 9/30/17	I LINSIS	Keturns 1	Keturns for Periods ended sisuri /	
September 30, 2017	Duration	Yield	3 Months	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.81	1.47%	0.24%	0.24%	0.76%
Federal Agency	1.69	1.55%	0.28%	0.50%	0.91%
U.S. Corporates, A-AAA rated	1.84	1.93%	0.56%	1.43%	1.61%
Agency MBS (0 to 3 years)	2.30	1.94%	0.36%	0.42%	1.32%
Taxable Municipals	1.79	2.12%	1.02%	1.67%	2.13%
1-5 Year Indices					IL STATE
U.S. Treasury	2.61	1.60%	0.29%	(%90.0)	1.20%
Federal Agency	2.12	1.63%	0.32%	0.38%	1.21%
U.S. Corporates, A-AAA rated	2.69	2.13%	0.69%	1.37%	2.18%
Agency MBS (0 to 5 years)	3.42	2.40%	0.58%	0.01%	1.83%
Taxable Municipals	2.48	2.26%	0.88%	1.24%	2.59%
Master Indices (Maturities 1 \	Year or Greater)	er)			
U.S. Treasury	6.29	1.95%	0.39%	(1.74%)	2.19%
Federal Agency	3.87	1.89%	0.51%	0.02%	1.97%
U.S. Corporates, A-AAA rated	7.14	2.86%	1.18%	1.27%	3.83%
Agency MBS (0 to 30 years)	4.50	2.69%	0.92%	0.28%	2.41%
Taxable Municipals	10.84	3.73%	2.52%	1.11%	5.90%

Returns for periods greater than one year are annualized.

Source: BofA Memil Lynch Indices.

For the Quarter Ended September 30, 2017 Fixed Income Management	nded September 30, 2017 Fixed Income Management
DISCLOSURES PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. Investment advisory services are provided by PFM Asset Management LLC which is registered with the Securities and Exchange Commission under the Investment	th each company. e Investment
Advisers Act of 1940. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request. For more information regarding PFM's services or entities, please visit www.pfm.com. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.	e upon request. yiect to change. itee its accuracy, e information
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CITY	CITY OF SANTA FE SPRINGS	For the Quarter Ended September 30, 2017 Portfolio Recen
	Portfolio Recap	
•	Policy challenges in the U.S., combined with escalating tensions on the geopolitical front, led to bouts of uncertainty which triggered periods of "risk-off" and "risk-on" during the third quarter. Nonetheless, volatility remained low and equities continued to book new record highs, reflective of investor complacency.	tical front, led to bouts of uncertainty which triggered remained low and equities continued to book new
4 2 2 0 •	After three rate hikes since December 2016, the Federal Reserve (Fed) shifted gears and announced the beginning of their program to reduce the central bank's enormous balance sheet. The plan is to gradually reduce the Fed's securities holdings by decreasing its reinvestment of the principal payments on its large holdings of Treasury and agency mortgage-backed securities. This had little impact on our strategy as the process was telegraphed well in advance and will be gradual and predictable.	gears and announced the beginning of their program to luce the Fed's securities holdings by decreasing its ency mortgage-backed securities. This had little impact dual and predictable.
» ت ران •	Strong investor appetite for high-quality bonds generally caused the yield spreads on investment-grade fixed income sectors (relative to U.S. Treasuries) to tighten over the quarter, resulting in strong relative performance for corporate, asset-backed (ABS), and supranational securities.	ads on investment-grade fixed income sectors (relative to ance for corporate, asset-backed (ABS), and
	 The yield spreads on federal agency securities vs. comparable-maturity Treasuries narrowed to historic lows, in some cases near zero, leading to diminished value of the agency sector. 	freasuries narrowed to historic lows, in some cases near
	 Supranationals carried more yield spread and offered an attractive altern 	offered an attractive alternative in the high-quality government agency space.
	 Corporate yield spreads also tightened to multi-year lows as investors reaching for yield piled into a limited market supply of investment-grade securities. 	aching for yield piled into a limited market supply of
	 Despite weakening collateral metrics in some higher risk areas of the Al purchase), higher quality prime auto loan and credit-card-backed tranch 	higher risk areas of the ABS sector (e.g., subprime auto loans which PFM does not credit-card-backed tranches performed well, benefitting from higher initial yields.
•	Without a clear trend in the direction of interest rates, we maintained the portfolio duration in line with the benchmark to minimize return volatility.	lio duration in line with the benchmark to minimize return

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-	CITY OF SANTA FE SPRINGS
	Outlook and Strategy
•	Although current low inflation is a conundrum, recent signaling from Fed officials boosted expectations for another rate hike this year, raising the market-implied probability of a December hike from 30% mid-third quarter to over 70%.
•	With 2-year Treasury yields at the highest level since 2008, we plan to maintain the portfolio duration generally in line with the benchmark. However, the significant flattening of the yield curve since the beginning of the year has reduced the benefit of some maturity extensions, so we will carefully assess value along the yield curve.
•	As we near the end of Janet Yellen's term as Chair of the Federal Reserve, which will expire early next year, we will assess the market implications of all new appointees to the Fed (there will be a total of 4 openings on the Fed's 7-member Board of Governors).
	Our prevailing economic theme includes moderate growth expectations in the U.S. and abroad, further improvements in the tightening U.S. labor market, healthy consumer demand, and a stable corporate backdrop.
	The impact from the recent Gulf Coast hurricanes will likely manifest itself in weaker economic data for September and early fourth quarter. However, history shows that the effects of weather-related events are typically short lived and may be smoothed over by the subsequent recovery and rebuilding activity.
	On the policy front, the potential for tax reform is worth watching, as will be the debt ceiling debate, which will resurface in December.
	Our outlook on each of the major investment-grade fixed income sectors is as follows:
	 Limited supply and robust demand are likely to keep yield spreads on federal agencies tight. Generally, we favor U.S. Treasuries over agencies, except for new issues that offer a fair yield concession. Supranationals remain an attractive alternative.
	 Corporate fundamentals remain stable, and we continue to view the sector positively. However, recent richness in the sector warrants being more selective with industries, issuers, and individual issues.
	 In the credit space, we find that negotiable certificates of deposit (CDs) offer the best value, especially in the 2-year and under maturity range.
	 ABS continue to offer opportunity for modest incremental yield. We continue to closely monitor developments in the underlying collateral.

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Sector Allocation and Compliance

CITY OF SANTA FE SPRINGS

Sector Allocation and Compliance

The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value	% of Portfolio	% Change vs. 6/30/17	Permitted by Policy	In Compliance
U.S. Treasuries	\$11,857,192	37.8%	-4.8%	100%	>
Federal Agencies	\$4,919,262	15.7%	-6.7%	100%	>
Agency CMOs	\$97,380	0.3%	-0.8%	100%	>
Supranationals	\$1,003,327	3.2%	0.7%	30%	>
Negotiable CDs	\$3,419,727	10.9%	4.5%	30%	`
Corporate Notes	\$7,001,056	22.3%	1.0%	30%	`
Asset-Backed Securities	\$2,741,021	8.7%	6.4%	20%	`
Securities Sub-Total	\$31,038,964	%0.66			
Accrued Interest	\$128,795				
Securities Total	\$31,167,758				
PFM Funds	\$311,731	1.0%	-0.3%	20%	`
Total Investments	\$31,479,489	100.0%			

Detail may not add to total due to rounding.

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Portfolio Snapshot



"The "Not Rated" category comprises asset-backed securities rated Aas by Moodys.

"The "BBB+" category comprises securities rated A or better by Moody's and/or Fitch.

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Portfolio Performance

CITY OF SANTA FE SPRINGS

Portfolio Performance (Total Return)

			Quarte	Quarter Ended		2	Annualized Return	i Return
Portfolio/Benchmark	Effective Duration	09/30/17	06/30/17	03/31/17	12/31/16	1 Year	3 Year	5 Year
CITY OF SANTA FE SPRINGS	2.61	0.39%	0.50%	0.46%	-0.88%	0.47%	0	
BofA ML 1-5 Year U.S. Treasury Index	2.61	0.29%	0.38%	0.37%	-1.09%	-0.06%		
Difference		0.10%	0.12%	0.09%	0.21%	0.53%	,	×



Total Return

Portibilo performance is gross of fees unless otherwise indicated.

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CITY OF SANTA FE SPRINGS		Portfolio Performance
	Portfolio Earnings	
	Quarter-Ended September 30, 2017	
	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (06/30/2017)	\$30,939,202.99	\$31,041,355.71
Net Purchases/Sales	\$426,479.50	\$426,479.50
Change in Value	(\$14,987.76)	(\$28,855.21)
Ending Value (09/30/2017)	\$31,350,694.73	\$31,438,980.00
Interest Earned	\$136,806.36	\$136,806.36
Portfolio Earnings	\$121,818.60	\$107,951.15
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CITY OF SANTA FE SPRINGS

For the Quarter Ended September 30, 2017

Portfolio Composition

Sector Allocation

	September 30,	30, 2017	June 30, 2017	2017	March 31, 2017	2017	December 31, 2016	11, 2016
Sector	(MMV (SMM)	% of Total	(MMX) VM	MV (SMM) % of Total		MV (\$MM) % of Total	MV (SMM) % of Total	% of Total
U.S. Treasury	11.9	37.9%	13.2	42.6%	ш	35.6%	7.6	36.3%
Corporate	7.0	22.3%	6.6	21.4%		19.6%	3.6	17.6%
Federal Agency/GSE	4.9	15.7%	6.9	22.4%		34.0%	7.3	35.0%
Certificate of Deposit	3.4	10.9%	2.0	6.4%		5.5%	1.1	5.5%
Asset-Backed	2.7	8.7%	0.7	2.3%		0.8%	0.2	0.8%
Supra-Sov / Supra-Nati Agency	1.0	3.2%	0.8	2.5%		2.8%	0.6	2.8%
Mny Mkt Fund / Pool	0.3	1.0%	0.4	1.3%		0.0%	0.0	0.2%
Federal Agency/CMO	0.1	0.3%	0.3	1.1%		1.7%	4.0	1.8%
Total	\$31.4	100.0%	6.052	100.0%		100.0%	\$20.8	100.0%



Detail may not add to total due to rounding.

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For the Quarter Ended September 30, 2017

Portfolio Composition

CITY OF SANTA FE SPRINGS

Maturity Distribution

As of September 30, 2017

	at Market Maturity	0-1 Years	1-2 Years	2.3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF SANTA FE SERINGS	1 74% 2 88 vrs	59%	14.8%	35.1%	29.4%	14.7%	0.0%



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CITY OF SANTA FE SPRINGS

For the Quarter Ended September 30, 2017

Portfolio Composition

Issuer Distribution

As of September 30, 2017

lssuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	11,857,192	37.8%
FANNIE MAE	2,407,687	7.7% %
FREDDIE MAC	2,185,351	7.0%
TOYOTA MOTOR CORP	752,365	2.4%
HONDA AUTO RECEIVABLES	609,068	1.9%
SKANDINAVISKA ENSKILDA BANKEN AB	599,454	1.9%
WESTPAC BANKING CORP	542,616	1.7%
INTL BANK OF RECONSTRUCTION AND DEV	506,957	1.6%
WELLS FARGO & COMPANY	502,750	1.6%
HSBC HOLDINGS PLC	501,622	1.6%
INTER-AMERICAN DEVELOPMENT BANK	496,371	1.6%
JP MORGAN CHASE & CO	456,740	1.5%
FEDERAL HOME LOAN BANKS	423,604	1.4%
SUMITOMO MITSUI FINANCIAL GROUP INC	420,785	1.3%
BANK OF NOVA SCOTTA	419,454	1.3%
CANADIAN IMPERIAL BANK OF COMMERCE	416,046	1.3%
NORDEA BANK AB	416,046	1.3%
HYUNDAI AUTO RECEIVABLES	413,645	1.3%

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For the Quarter Ended September 30, 2017

CITY OF SANTA FE SPRINGS		Portfolio Composition
Issuer	Market Value (5)	% of Portfolio
CITIGROUP INC	400,794	1.3%
THE WALT DISNEY CORPORATION	339,752	1.1%
AMERICAN EXPRESS CO	335,898	1.1%
UNITED PARCEL SERVICE INC	312,455	1.0%
PFM FUNDS - GOVT SELECT, INSTL CL.	311,731	1.0%
US BANCORP	309,186	1.0%
GOLDMAN SACHS GROUP INC	308,526	1.0%
DEERE & COMPANY	307,069	1.0%
ROYAL BANK OF CANADA	305,421	1.0%
STATE STREET CORPORATION	305,200	1.0%
CISCO SYSTEMS INC	304,734	1.0%
AMERICAN HONDA FINANCE	304,122	1.0%
MITSUBISHI UFJ FINANCIAL GROUP INC	299,905	1.0%
NISSAN AUTO RECEIVABLES	299,550	1.0%
ALLY AUTO RECEIVABLES TRUST	279,519	0.9%
BANK OF AMERICA CO	266,239	0.9%
CARMAX AUTO OWNER TRUST	249,968	0.8%
FORD CREDIT AUTO OWNER TRUST	239,513	0.8%
PFIZER INC	204,891	0.7%
MORGAN STANLEY	200,648	0.6%
IBM CORP	200,607	0.6%

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For the Quarter Ended September 30, 2017

Issuer APPLE INC			
APPLE INC	Market Value (\$)	% of Portfolio	
	185,083	0.5%	
CATERPILLAR INC	154,285	0.5%	
VISA INC	151,532	0.5%	
GENERAL ELECTRIC CO	133,874	0.4%	
INTEL CORPORATION	110,232	0.4%	
BURLINGTON NORTHERN SANTA FE	105,611	0.3%	
PEPSICO INC	104,911	0.3%	
TEXAS INSTRUMENTS INC	102,295	0.3%	
HOME DEPOT INC	100,073	0.3%	
JOHN DEERE OWNER TRUST	99,934	0.3%	
BERKSHIRE HATHAWAY INC	89,357	0.3%	
Grand Total:	31,350,695	100.0%	ſ

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For the Month Ending September 30, 2017

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City of Santa Fe Springs - Investment Portfolio	vestment Port	folio						None.			Sur Sur
Security Type/Description			S&P	Moody's	Trade	Settle	Original	MTY	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
U.S. Treasury Bond / Note	State State	The second									
US TREASURY NOTES DTD 03/31/2015 1.375% 03/31/2020	912828384	1.350,000.00 AA+	AA+	Aaa	06/08/17	06/09/17	1,347,416.02	1.44	21.00	1.347,704.49	1.343.725.20
US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XHB	480.000.00 AA+	AA+	Aaa	11/01/16	11/02/16	487,950.00	1.16	1,971.20	485,999.44	480,393.60
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	500,000.00 AA+	₩+	Aaa	03/30/16	03/31/16	508,300.78	1.23	1,368.89	505,472.70	500,273.50
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828X0M7	1,500,000.00 AA+	+M+	Aaa	06/08/17	06/09/17	1,505,156.25	1.51	4,106.66	1.504,662.96	1,500,820,50
US TREASURY NOTES DTD 09/03/2013 2.125% 08/31/2020	912828W9	250,000.00 AA+	+W+	Aaa	12/01/16	12/05/16	253,896.48	1.69	454.94	253,063.30	253,584.00
US TREASURY NOTES DTD 11/30/2015 1.625% 11/30/2020	912828M98	1,180,000.00 AA+	W+	Aaa	11/10/16	11/14/16	1,190,325.00	1.40	6,444.06	1.188,129.13	1,178,248,88
US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	68N828716	1,000,000.00 AA+	₩+	Aaa	05/26/16	05/27/16	1,000,781.25	136	2,316,58	1.000,565.13	989,414,00
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828890	250,000.00 AA+	AA+	Aaa	10/03/16	10/05/16	259,101.56	1.15	428.18	257,097.69	252,402.25
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828078	250,000.00 AA+	AA+	Aaa	12/01/16	12/05/16	245,029.30	1.85	1,438.52	245,928.06	246,836.00
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828078	1,000,000.00 AA+	A&+	Aaa	06/08/17	71/60/90	990,273.44	1.63	5,754.08	991,029.29	987,344.00
US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	550,000.00 AA+	AÅ+	Aaa	06/26/17	06/28/17	560,033.20	1.65	2,953,63	559,405.09	557,175,85
US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	315,000.00 AA+	A4+	Aaa	11/22/16	11/23/16	321,693,75	1.78	1,194,09	320,514,77	320,426.51
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828072	150,000.00 AA+	W+	Aaa	21/20/20	21/20/20	151.101.56	1.82	256.91	151,042.60	151,195.35
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	600.000.00 AA+	AA+	kas	04/03/17	04/05/17	604,781.25	1.81	1,027.62	604,273,39	604.781.40

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For the Month Ending September 30, 2017

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City UI Jailta I C Jpilligs - 11146		NID	S&P	Moodv's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating		Date	Cost	at Cost	Interest	Cost	Value
U.S. Treasury Bond / Note						りに生ま		THE OWNER			In The Party of
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	785,000.00 AA+	AA+	Aaa	01/03/17	01/05/17	787,514.45	1.93	1,344.48	787,138.32	791.255.67
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828767	1.200.000.00 AA+	AA+	Aaa	08/31/17	09/01/17	1.181,250.00	1.64	6,277.17	1,181,608,55	1,173,187,20
US TREASURY NOTES DTD 12/01/2014 1.875% 11/30/2021	912828653	525,000.00 AA+	AA+	Aaa	11/10/80	08/03/17	528,219.73	1.73	3,308.15	528,106.02	526,127.70
Security Type Sub-Total		11,885,000.00					11,922,824.02	1.55	40,696.16	11,911,740.93	11,857,191.61
Supra-National Agency Bond / Note	e e									Start The second	
INTL BANK OF RECON AND DEV SN NOTES DTD 04/15/2016 0.875% 07/19/2018	459058FE8	290,000.00 AAA	AAA	Aaa	04/12/16	04/19/16	289,486.70	5610	507.50	289,816.03	288,832.17
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182D07	290,000.00 AAA	AAA	Aaa	04/05/16	04/12/16	289,130.00	1.10	1.111.67	289,540.35	286,970.37
INTER-AMERICAN DEVEL BK NOTE DTD 04/12/2017 1.625% 05/12/2020	4581X0C04	210,000.00 AAA	AAA	Aaa	04/05/17	04/12/17	05.202,502	1.70	1,601.98	209,577.39	209,400.24
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 09/19/2017 1.561% 09/12/2020	45905UP32	220,000.00 AAA	AAA	Aaa	09/12/17	09/19/17	219,472.00	164	114.47	219,477.77	218,124.50
Security Type Sub-Total		1,010,000.00					1,007,591.00	1.30	3,335.62	1,008,411.54	1,003,327.28
Federal Agency Collateralized Mortgage Obligation	tgage Obligatio					States of	all a state				
PHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	97,421.72 AA+	AA+	Aaa	04/15/16	04/28/16	98,393.60	01.1	144.51	97,883.84	97,380.20
Security Type Sub-Total		97,421.72					98,393.60	1.10	144.51	97,883.84	97,380.20
Federal Agency Bond / Note	-JUARGO	the family	5		2 Marine						
FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	75,000.00 AA+	AA+	Aaa	12/07/16	12/08/16	74.997.00	125	195.31	74,998.00	74,817.23

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For the Month Ending September 30, 2017

City of Santa Fe Springs - Investment Portfolio	restment Port	folio								The state	No. of Concession, Name
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Federal Agency Bond / Note				1.142							
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	60,000.00 AA+	AA+	66Å	01/28/16	02/05/16	60,387.00	1.15	144.38	60,173.66	88'656'65
FNVIA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	313560N33	145,000.00 AA+	AA+	Aaa	07/29/16	08/02/16	144,756.40	0.93	207.93	144,850.12	143,290,31
FREDDIE MAC GLOBAL NOTES DTD 10/02/2012 1.250% 10/02/2019	3137EADM8	2,100,000.00 AA+	AA+	Aaa	01/28/16	02/05/16	2,094,876.00	1.32	13.052.08	2,097,169,52	2.087.971.20
HHLB NOTES DTD 11/17/2016 1.375% 11/15/2019	3130AA3R7	350,000.00	AA+	Aaa	11/16/16	11/17/16	349,919,50	1.38	1.818.06	349,942.55	348,786,55
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	210.000.00 AA+	AA+	Aaa	02/24/17	02/28/17	209,865.60	1.52	288.75	209,891.64	209,500.62
FNMA NOTES DTD 08/01/2017 1.500% 07/30/2020	3135G0T60	620,000.00 AA+	AA+	Aaa	07/28/17	08/01/17	618,121.40	1.60	1,550.00	618,223.76	616,611.08
FINMA BENCHMARK NOTE DTD 05/15/2016 1.250% 05/05/2021	3135G0K69	200,000.00 AA+	AA+	Aaa	08/01/16	08/02/16	200,850.00	1.16	1,006.94	200,646.99	196,446.80
FIVMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	120,000.00 AA+	AA+	Aaa	08/17/16	08/19/16	119.589.48	132	183.33	119,678.94	117,421.20
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	313560M82	300,000.00 AA+	AA+	Aaa	91/10/60	09/02/16	298,164.00	ន្ម	458.33	298,553.93	293,553.00
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	380,000.00 AA+	AA+	Aaa	08/17/16	08/19/16	378,461.00	133	580.56	378.796.30	371,833.80
FANNOE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	400.000.00 AA+	AA+	Aaa	04/06/17	04/10/17	398,204.00	1.97	3,562,50	398,367.21	00'060'66E
Security Type Sub-Total		4,960,000.00	338			1	4,948,191.38	1.40	23,048.17	4,951,292.62	4,919,261.67
Corporate Note											and the second second
JPMORGAN CHASE & CO NOTES DTD 12/20/2007 6.000% 01/15/2018	46625HGY0	451.000.00	¥	A3	01/25/16	01/27/16	486,168.98	1.94	5,712.67	456,240.01	456,739.88
HSBC USA CORP NOTES DTD 08/07/2015 2.000% 08/07/2018	40428HPU0	500,000.00	۲	24	01/25/16	01/22/16	499,680.00	2.03	1,500.00	499,891.09	501.621.50

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For the Month Ending September 30, 2017

City of Santa Fe Springs - Investment Portfolio	estment Portf	olio						1000			
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par F	S&P Rating	Moody's Rating	Trade	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note					和原用。			C. R. D.			See and
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/17/2014 2.100% 01/17/2019	89236TBB0	500.000.00 AA-	AA-	Aa3	01/25/16	01/27/16	505,525.00	1.72	2,158.33	502,440.32	502.541.50
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	500,000.00	«	M2	01/25/16	01/27/16	501,365.00	2.04	4,692.71	500,671,67	502,749.50
PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	105,000.00	4+	AI	04/27/17	05/02/17	104,921.25	1.59	673.60	104,937.35	104.910.86
AMERICAN EXPRESS CREDIT DTD 05/03/2017 1.875% 05/03/2019	0258M0EK1	210,000.00	÷	A2	04/27/17	05/03/17	209,913.90	1.90	1,618.75	209,931.35	210,244.02
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	00'000'06	AA.	Aa2	08/08/16	08/15/16	89.912.70	1.33	149.50	89,945.12	89,356,88
BURLINGTON NRTH CORP DTD 09/24/2009 4.700% 10/01/2019	12189TBC7	100,000,00	¥	R	06/03/16	06/08/16	110,390.00	1.48	2,350.00	106,332.25	105,611.40
PFIZER INC CORP NOTE DTD 11/21/2016 1.70096 12/15/2019	717081EBS	205,000.00	¥	AI	11/14/16	11/21/16	204,852.40	1.72	1.026.14	204,892.46	204,890.94
CITTGROUP INC DTD 01/10/2017 2.450% 01/10/2020	1729670-66	100,000.00 BBB+	B88+	Baal	01/04/17	01/10/17	00.096,66	2.46	551.25	15'696'66	100,793.90
AMERICAN EXPRESS CREDIT (CALLABLE) CORP DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	125,000.00	¥-	A2	02/28/17	03/03/17	124,870.00	2.24	213.89	124,894.38	125,654,00
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	40,000.00	A+	75	03/01/17	03/06/17	09'685'6E	1.96	58.50	25'166'6E	40,133,32
JOHN DEBRE CAPITAL CORP CORP NOTES DTD 03/15/2017 2.200% 03/13/2020	24422ET02	85,000.00	۲	A 2	03/10/17	71/51/20	84,933.70	2.23	93.50	84,945,39	85,635,89
INTEL CORP NOTES DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	110,000.00	¥+	AI	05/08/17	21/11/50	109.958.20	1.85	791.39	109,963,49	110,232.10
APPLE INC BONIDS DTD 05/11/2017 1.800% 05/11/2020	037833CS7	185.000.00 AA+	W+	Aal	05/04/17	05/11/17	184,811.30	1.84	1,295.00	184,835.21	185,083.25

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Ending September 30, 2017

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Market Value

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	City of Santa re Springs - Investment Poruoito	olio					and the second s		Manual V	
Security Type/Description	CIETO	ł	S&P	Moody's	Trade	Settle	Original	YTM **	Accrued	Amortized
Corporate Note	Incon		Sunny				-	TCOD ID		
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076804	100.000.00	¥	42	05/24/17	11/50/90	99.942.00	1.82	580.00	99,948.09
WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	300,000,005	¥+	A2	21/10/90	06/06/17	299,652.00	1.84	1.725.00	299,688.21
CISCO SYSTEMS INC CORP NOTES DTD 06/17/2015 2.450% 06/15/2020	17275RAX0	300,000,000	AA-	¥1	06/06/17	06/09/17	305,832.00	179	2,164,17	305,244,35
JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	120,000.00	۲	A2	06/19/17	06/22/17	119,926,80	1.97	643,50	119,933.35
STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	300,000,005	۲	AI	06/08/17	06/13/17	305,550.00	1.95	913.75	305,044.13
CATERPILLAR FINL SERVICE NOTE DTD 09/07/2017 1.850% 09/04/2020	149130246	155,000.00	¥	R	71/50/60	71/20/60	154,869,80	1.88	191.17	154,872.62
GENERAL ELECTRIC CAPITAL CORP CORP NOTE DTD 09/16/2010 4.375% 09/16/2020	36962G4R2	125,000.00	**	¥1	11/06/80	21/12/80	134,350.00	1.84	227.86	134,101,10
VISA INC (CALLABLE) CORP NOTES DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	150,000.00	ŧ,	AI	08/25/17	71/06/30	151,650.00	1.85	980.83	151,607,38
IBM CORP NOTES DTD 02/19/2016 2.250% 02/19/2021	4592000F9	200,000.00	ŧ	AI	06/08/17	06/13/17	202,028.00	1.96	525.00	201,870.34
TEXAS INSTRUMENTS INC DTD 03/12/2014 2.750% 03/12/2021	882508AYD	100,000.00	ŧ	AI	04/27/17	05/04/17	102,279.00	2.13	145.14	102,047.56
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GPW4	200,000.00	B88+	Baal	06/08/17	06/13/17	201,422.00	2.43	2,362.50	201,318,42
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	200,000.00	188 +	A3	06/08/17	06/13/17	200,510.00	2.43	2,222.22	200,474.35
AMERICAN HONDA FINANCE CORP NOTES DTD 09/09/2016 1.700% 09/09/2021	02665WBG5	310,000.00	A+	AI	91/60/60	09/14/16	307,882.70	1.84	322.06	308,311.82
BANK OF AMERICA CORP DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	65,000.00 BBB+	B88+	Baal	71/E1/60	71/81/60	65,000.00	233	54.64	65.000.00

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For the Month Ending September 30, 2017

City of Santa Fe Springs - Investment Portfolio	estment Port	folio									The second
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par 1	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Corporate Note											
JOHN DEERE CAPITAL CORP NOTES DTD 01/06/2017 2.650% 01/06/2022	24422ETL3	100.000.00	۲	42	03/10/17	03/15/17	99,559,00	2,75	625.69	90'809'66	101.341.90
US BANK NA CINCINNATI CORP NOTE DTD 03/02/2012 3,000% 03/15/2022	91159HHC7	300.000.00 A+	A+	A1	06/08/17	06/13/17	309,087,00	2.32	400.00	308,548.45	309,186.30
GOLDMAN SACHS GROUP INC DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	305.000.00 888+	1 888	R	06/08/17	06/13/17	308,412.95	275	3,939.58	308,219,92	308,525.50
UNITED PARCEL SERVICE CORP NOTES DTD 05/16/2017 2.350% 05/16/2022	911312809	310,000.00	A+	AI	06/08/17	06/13/17	312,979.10	2.14	2.731.88	312,807.81	312,454,89
Security Type Sub-Total		6,946,000.00					7,038,184.38	2.01	43,640.22	6,998,526.99	7,001,055.78
Certificate of Deposit		N.S. Mark									and and and
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	ZZZN60084	305,000.00 A-1+	A-1+	p-1	91/11/20	03/15/16	305,000.00	1.69	316.86	305,000.00	305,420.90
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606ASZ7	415,000.00	4t	AI	12/01/16	12/05/16	414,676.30	1.78	2,454.90	414,810.25	416,046.22
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	415,000.00	₩-	Aa3	12/01/16	12/05/16	415,000.00	1.74	2,515,82	415,000.00	416,046.22
BANK OF NOVA SCOTTA HOUSTON LT CD DTD 04(06/2017 1.910% 04(05/2019	06417GUE6	420,000.00	4+	AI	04/05/17	04/06/17	420.000.00	161	3,966.43	420,000.00	419,453.58
SUMITIOMO MITSUI BANK NY CD DTD 05j04/2017 2.050% 05j03/2019	86563YVN0	420,000.00	¥	Al	05/03/17	05/04/17	420,000.00	2.05	3,515,75	420,000.00	420,785,40
SKANDINAV ENSKILDA BANKEN NY CD DTD 08/04/2017 1.840% 08/02/2019	83050PXT3	600,000.00	ŧ	Aa3	08/03/17	08/04/17	599,766.00	1.85	1.778.67	599,784,64	599,454,00
BANK TOKYO MITSUBISHI UFJ LTD LT CD DTD 09/27/2017 2.070% 09/25/2019	DI6539RGM3	300,000,00	ż	¥1	09/25/17	11/12/60	300,000,005	2.07	69.00	300,000.00	299,904.60
WESTPAC BANKING CORP NY CD DTD 08/07/2017 2.050% 08/03/2020	9612174A3	540,000.00	-YY	Aa3	08/03/17	08/07/17	540,000.00	2.05	1,660.50	S40,000.00	542,615.76
Security Type Sub-Total		3,415,000.00					3,414,442.30	1.90	16,277.93	3,414,594.89	3,419,726.68

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For the Month Ending September 30, 2017

City of Santa Fe Springs - Investment Portfolio	estment Porti	folio					in the second				
Security Type/Description			S&P	Moody's	Trade	Settle	Original	MTY	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Asset-Backed Security / Collateralized Mortgage Obligation	ized Mortgage O	bligation									a statement of the
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00 AAA	AAA	Aaa	03/22/16	03/30/16	59,988.36	1.57	41.60	59,992.66	59,939.07
CARMAX ABS 2017-3 A2A DTD 07/26/2017 1.640% 09/15/2020	14314WACS	250,000.00 AAA	AAA	NR	07/18/17	07/26/17	249,996.10	1.64	182.22	249,996,34	249,967,80
HYUNDAI ABS 2016-B A3 DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	105.000.00 AAA	AMA	Aaa	09/14/16	09/21/16	104,985.87	1.30	60.20	104,989.38	104,185.12
HONDA ABS 2017-2 A3 DTD 06/27/2017 1.680% 08/15/2021	43811BAC8	310,000.00 AAA	W	Aaa	06/20/17	11/12/90	309,973,19	1.68	231.47	309,973.19	309,377.33
HAROT 2017-3 A3 DTD 09/29/2017 1.790% 09/18/2021	43814PAC4	300,000.00 AAA	AAA	Aaa	11/52/60	71/62/60	299,967,51	1.94	29,83	299,967,54	299,690,49
CCCIT 2017-A9 A9 DTD 10/02/2017 1.800% 09/20/2021	17305EGH2	300,000.00 NR	NR	NR	09/25/17	10/02/17	299,977,65	1.80	0.00	299,977.65	300,000.00
JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47768BAD6	100,000.001	ž	Aaa	21/11/20	07/18/17	99,992.68	182	80.89	99,993.16	99,934.15
NISSAN ABS 2017-B A3 DTD 08/23/2017 1.750% 10/15/2021	65478GAD2	300,000.00 NR	ž	Aaa	08/16/17	08/23/17	2299,983.23	1.75	233,33	299,983.62	299,550.36
FORD ABS 2017-8 A3 DTD 06/27/2017 1.690% 11/15/2021	34531HAD1	240,000.00 AAA	AAA	Aaa	06/20/17	06/27/17	239,989.32	1.69	180.27	2239,989,32	239,512,80
TOYOTA ABS 2017-C A3 DTD 08/02/2017 1.780% 11/15/2021	89237RAD0	250,000.00 AAA	AAA	Aaa	07/25/17	08/02/17	249,980.08	2.00	197.78	249,981.03	249,823.63
ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	280,000.00 AAA	AAA	NR	08/15/17	08/23/17	279,996.39	1.75	217.78	279,996.51	279,519.07
HYUNDAI ABS 2017-B A3 DTD 08/16/2017 1.770% 01/15/2022	44932GAD7	250,000.00 AAA	AAA	Aaa	1/60/80	08/16/17	249,956.68	1.78	196.67	249,957,85	249,520.75
Security Type Sub-Total		2,745,000.00					2,744,787.06	1.76	1,652.04	2,744,798.25	2,741,020.57
Managed Account Sub-Total		31,058,421.72					31,174,413.74	1.68	128,794,65	31,127,249.06	31,038,963.79
Money Market Fund		And a state of the			Market		11-22 C	A DATE		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	South Concession

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For the Month Ending September 30, 2017

City of Santa Fe Springs - Investment Portfolio	vestment Portf	olio									
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating		Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Money Market Fund	ALC: NO	and the second									
PFM Funds - Govt Select, Instil Cl		311,730.94 AAAm	WAR	NR			311,730.94		00.0	311,730,94	311,730.94
Money Market Sub-Total		311,730.94					311,730.94		00-0	311,730.94	311,730.94
Securities Sub-Total	v	\$31,370,152.66				\$	\$31,486,144.68 1.68%	1.68%	\$128,794.65	\$31,438,980.00	\$31,350,694.73
Accrued Interest											\$128,794.65

Total Investments

Bolded items are forward settling trades.

\$31,479,489.38

pf	Ë	pfm FUNDS								
		Ma	anaged Accol	unt Security	Managed Account Security Transactions & Interest	& Interest		For the Mor	For the Month Ending July 31, 2017	31, 2017
City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	folio				THE REAL		Contraction of the second	
Transaction Type	on Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
			checococase	410 000 00	102 101 201	14 055 531	10+ C+ C+			
11/50//0	U/U/U/IT	US IREASURT NUTES	7/0070715	nninninct	(OCTINETCE)	[COTON'T]	(STICCTIZET)			
07/11/17	71/81/12	JOHN DEERE ABS 2017-8 A3	47788BAD6	100,000.00	(99,992.68)	0.00	(99,992.68)			
07/18/17	07/26/17	CARMX 2017-3 A2A	14314WACS	250,000,00	(249,996.10)	0.00	(249,996.10)			
07/25/17	07/25/17 08/02/17	 N. O. O. O. 	89237RAD0	250,000.00	(249,980.08)	0.00	(249,980.08)			
07/28/17	(1/10/80	07/28/17 08/01/17 FNMA NOTES DTD 08/01/2017 1.500% 07/30/2020	313560760	620,000.00	(618,121.40)	0.00	(618,121.40)			
Transactio	Transaction Type Sub-Total	b-Total		1,370,000.00	(1,369,191.82)	(1,051.63)	(1,370,243.45)			
INTEREST	ST	With an add the state of the	のないの問題でも		Aller Charles	South States				
71/10/20	07/25/17	PHUNC SERIES KP03 A2	3137BNN/26	343,974,46	00.0	510.23	510.23			
		DTD 04/01/2016 1.780% 07/01/2019		00 000 000	00.0	* 225 00	. 205 00			
/1/00//0	0//08/1/	DTD 01/06/2017 2.650% 01/06/2022	011377447	nninnninni	000	MICOCI	T-CO-CO-C			
71/01/20	07/10/17	CTTIGROUP INC	172967UF6	100,000.00	0.00	1,225.00	1,225.00			
07/15/17	<i>T1/S1/10</i>	HYUNDAL AUTO RECEIVABLES TRUST	44891EAC3	105,000.00	00.0	112,88	112.88			
CHINEM	11111111	DTD 09/21/2016 1.290% 04/15/2021	UNCERTAINT.	451 000 00	0.0	13 530.00	UU UCS ES			
TREFILM	ALL AND ALL	DTD 12/20/2007 6.000% 01/15/2018								
07/15/17	C1/S1/10	HARDT 2017-2 A3	43811BAC8	310,000.00	0.00	260.40	260.40			
		DTD 06/27/2017 1.680% 08/15/2021	-Controller	0000000	200	US LUL	00 505			
/1/51//0		DTD 06/27/2017 1.690% 11/15/2021	TONUTCON	000000004.7	0000	00707	00/202			
07/15/17	71/21/20	HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	0000	78.00	78.00			
		DTD 03/30/2016 1.560% 09/15/2020								
07/16/17	07/16/17	FHLB NOTES DTD 12/08/2016 1 250% 01/16/2019	313004546	250,000,025	0000	05/81.7	NC/8177			
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Managed Account Security Transactions & Interest

For the Month Ending July 31, 2017

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City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio							
Transaction Type	on Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST	ST									
21/21/20	21/21/20	TOYOTA MOTOR CREDIT CORP CORP	89236TBB0	200,000.00	00'0	5,250.00	5,250.00			
71/61/20	21/61/20	DTD 01/17/2014 2.100% 01/17/2019 INTL BANK OF RECON AND DEV SN	459058FE8	00'000'062	00.0	1,270.20	1,270.20			
1/28/12	71/28/17	NOTES DTD 04/19/2016 0.875% 07/19/2018 FINMA BENCHMARK NOTE	3135G0H63	1.735.000.00	000	11,928.13	11,928.13			
71/12/20	07/31/17	DTD 01/08/2016 1.5/2% 01/28/2019 US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	100,000.00	0.00	625.00	625.00			
07/31/17	07/31/17	US TREASURY NOTES DTD 07/31/2014 1.625% 07/31/2019	912828WW6	350,000.00	0000	2,843.75	2,843.75			
71/12//0	07/31/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828X047	200,000.00	00'0	4,062.50	4,062.50			
07/31/17	07/31/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828X0M7	1,500,000.00	0.00	12.187.50	12,187.50			
07/31/17	07/31/17	US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	315,000.00	0.00	3,543,75	3,543,75			
71/12/20	71/12/20	US TREASURY MOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	1,000,000.00	00.0	6,875.00	6,875.00			
Transactik	Transaction Type Sub-Total	P-Total		8,349,974.46	0.00	68,017.64	68,017.64			
PAYDOWNS	SNW			Same and			THE STR	A CARLON		
21/10/20	07/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	246,234.65	246,234.65	0.00	246,234,65	(2.456.43)	0.00	
Transactiv	Transaction Type Sub-Total	p-Total		246,234.65	246,234.65	0.00	246,234,65	(2,456.43)	0.00	
SELL								ALL PROPERTY	Statistics of the	
07/28/17	08/01/13	07/28/17 08/01/17 US TREASURY NOTES DTD 03/31/2015 1.375% 03/31/2020	912828384	600,000,00	598,968.75	2,772.54	601,741.29	117.19	57.57	EIFO
Transacti	Transaction Type Sub-Total	b-Total		600,000.00	598,968.75	2,772.54	601,741.29	117.19	57.57	

PFM Asset Management LLC

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Managed Account Security Transactions & Interest

For the Month Ending July 31, 2017

City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	Portfolio							
Transac	Transaction Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Trade Settle Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
Manager	Managed Account Sub-Total	b-Total			(523,988.42)	69,738.55	(454,249.87)	(2,339.24)	57.57	
Total Se	Total Security Transactions	actions			(\$523,988.42)	\$69,738.55	(\$454,249.87)	(\$2,339.24)	\$57.57	1220
Rolded In	me are fronter	Robial Parts are forward setting trades								

Bolded items are forward settling trades.

City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio		ortfolio		The second			
Transact	Transaction Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY							Contraction of the second		A DOWNERS OF	
07/25/17	08/02/17	TOYOTA ABS 2017-C A3	89237RAD0	250,000.00	(249,980.08)	00.00	(249,980.08)			
07/28/17	08/01/17	FINA NOTES	3135G0760	620,000.00	(618,121.40)	0000	(618,121.40)			
21/10/80	08/03/17	DTD 08/01/2017 1.500% 07/30/2020 US TREASURY NOTES	912828653	525,000.00	(528,219,73)	(1.721.31)	(529,941.04)			
08/03/17	08/04/17	DTD 12/01/2014 1.875% 11/30/2021 SKANDINAV ENSKILDA BANKEN NY CD	83050PXT3	600,000.00	(00)266,00)	000	(266,766.00)			
		DTD 08/04/2017 1.840% 08/02/2019	011210130	0000000	IT AD DOD DOD	8	100 000 1001			
11/150/90	/1////20	VESTPAL BRIMING CURP NT CD DTD 08/07/2017 2.050% 08/03/2020	CM4-177705	000000040	(nnnnin±c)	000	[0000000010101]			
71/60/80	08/16/17	HYUNDAL ABS 2017-B A3	44932GAD7	250,000.00	(249,956.68)	00.00	(249,956,68)			
		DTD 08/16/2017 1.770% 01/15/2022								
08/15/17	08/23/17	ALLY ABS 2017-4 A3	02007FAC9	280,000.00	(279,996.39)	0.00	(65'966'6/2)			
08/16/17	08/23/17	NESSAN ABS 2017-B A3	65478GAD2	300,000.00	(299,983.23)	0.00	(299,983,23)			
		DTD 08/23/2017 1.750% 10/15/2021								
08/25/17	71/06/90	VISA INC (CALLABLE) CORP NOTES	92826CAB8	150,000.00	(151,650.00)	(696.67)	(152,346.67)			
21102100	CHIHCION	DTD 12/14/2015 2.200% 12/14/2020 CENEDAL RIEMARIC CADITAL CORP.	CONCRETE	175 000 00	100 052 924	() 506 51)	(136,856,51)			
IT INC ION	ULU ILI ILI ILI ILI ILI ILI ILI ILI ILI	CORP NOTE	741070500	AN1000/071	Topportune's	(Trinspire)				
08/31/13	7 09/01/1	DTD 09/16/2010 4.375% 09/16/2020 08/31/17 09/01/17 US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828767	1,200,000.00	(1,181,250.00)	(5,054.35)	(1,186,304.35)			
Transacti	Transaction Type Sub-Total	b-Total		4,840,000.00	(4,833,273.51)	(9,978.84)	(4,843,252.35)			
INTEREST	EST		Lange Land - Se							
21/10/80	08/25/17	FHLMC SERIES KP03 A2 PSID: 04.01.2014 1 2004 02.010	3137BNN26	97,739,81	00'0	144.98	144.98			(
08/02/17	08/02/17	PTID OFFICIAL AND	SIJSGON33	145,000.00	00.0	634,38	634.38			
CT/L0/80	08/07/17	HSBC USA CORP NOTES DTD 08/07/2015 2.000% 08/07/2018	40428HPU0	200,000,00	0.00	5,000.00	5,000.00			

PFM Asset Management LLC

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	Transaction Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Irade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST	REST									
08/15/17	71/51/80	FORD ABS 2017-B A3	34531HAD1	240.000.00	00.0	338.00	338.00			
		DTD 06/27/2017 1.690% 11/15/2021								
08/15/17	08/15/17	HYUNDAI ABS 2016-8 A3	44891EAC3	105,000.00	0.00	112.88	112.88			
		DTD 09/21/2016 1.290% 04/15/2021	and a second	00 000 00	000	Tor on	201 00			
/1/51/80	/1/(01/100)	CORPORATE NOTES	CVOHODEDD	001000105	0,00	00,000	00,000			
		DTD 08/15/2016 1.300% 08/15/2019								
08/15/17	71/21/80	HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	00.0	78.00	78.00			
		DTD 03/30/2016 1.560% 09/15/2020								
08/15/17	71/21/80	CARMAX ABS 2017-3 A2A	14314WACS	250,000.00	0.00	216.39	216.39			
		DTD 07/26/2017 1.640% 09/15/2020								
08/15/17	71/21/80	HONDA ABS 2017-2 A3	43811BAC8	310,000.00	0.00	434.00	434.00			
		DTD 06/27/2017 1.680% 08/15/2021								
71/11/80	71/11/80	FNMA NOTES	3135G0N82	380,000.00	0.00	2,375,00	2,375,00			
		DTD 08/19/2016 1.250% 08/17/2021								
08/17/17	11/11/10	FNMA NOTES	3135G0N82	300,000.005	000	1,875.00	1,875.00			
		DTD 08/19/2016 1.250% 08/17/2021								
C1//1/80	71/17/180	FNMA NOTES	3135G0N82	120,000.00	0000	750.00	750.00			
		DTD 08/19/2016 1.250% 08/17/2021								
08/18/17	08/18/17	STATE STREET CORP NOTES	857477AS2	300,000.005	000	3,825.00	3,825.00			
		DTD 08/18/2015 2.550% 08/18/2020								
71/61/80	71/61/80	IBM CORP NOTES	459200JF9	200.000.00	0000	2,250,00	2,250.00			
		DTD 02/19/2016 2.250% 02/19/2021								
08/28/17	08/28/17	FNMA NOTES	3135G0T29	210,000.00	0000	1.575.00	1,575.00			
		DTD 02/28/2017 1.500% 02/28/2020								
71/15/80	71/12/08/31/17	US TREASURY NOTES	912828D72	785,000.00	0000	7,850.00	7,850.00			
		DTD 09/02/2014 2.000% 08/31/2021								
71/12/80	7 08/31/17	US TREASURY NOTES	912828D72	600,000.00	00'0	6,000.00	6,000.00			
		DTD 09/02/2014 2.000% 08/31/2021								
08/31/17	71/12/80	US TREASURY NOTES	912828890	250,000.00	0000	2,500.00	2,500.00			
		DTD 02/28/2014 2.000% 02/28/2021								
CIVIE/8	71/12/08/31/17 08/31/17	US TREASURY NOTES	912828D72	150.000.00	00.0	1.500.00	1,500.00			
		DTD 09/02/2014 2 000% 08/31/2021								

PFM Asset Management LLC

City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	folio	States and	Are and					
Transact	Transaction Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST	EST									
08/31/17	08/31/17	US TREASURY NOTES DTD 09/03/2013 2.125% 08/31/2020	6N/828716	250,000.00	00.0	2,656.25	2,656.25			
Transacti	Transaction Type Sub-Total	b-Total		5,342,739.81	00.0	40,699.88	40,699.88			
PAYDOWNS	SNW	The second s		The spin star		Statistics in				and and
08/01/17	08/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	158.65	158.65	000	158.65	(1.58)	0.00	
Transacti	Transaction Type Sub-Total	b-Total		158.65	158.65	0.00	158,65	(1.58)	0.00	
SELL			100 A 100 A 100 A		DESCRIPTION OF STREET					
07/28/17	08/01/17	US TREASURY NOTES	912828384	600,000,000	598,968.75	2,772.54	601,741,29	117.19	27.57	FIFO
		DTD 03/31/2015 1.375% 03/31/2020								
08/01/17	08/03/17	FHLMC REFERENCE NOTE	3137EAED7	375,000.00	373,020.00	1.011.72	374,031.72	(1,867,50)	(1.913.32)	FIFO
		DTD 09/16/2016 0.8/5% 10/12/2018								
08/01/17	08/03/17	FHLB NOTES DTD 12/08/2016 1 250% 01/16/2019	3130AAE46	150,000.00	149,793.00	达 38	149,881.54	(201.00)	(202.51)	FIFO
08/02/17	08/02/17	US TREASURY NOTES	912828WLD	65,000.00	65,185.35	167.83	65,353,18	(525,59)	(327.44)	FIFO
		DTD 06/02/2014 1.500% 05/31/2019								
71/20/80	08/03/17	US TREASURY NOTES	912828WL0	5,000.00	5,015.63	13.11	5,028.74	(30.65)	(23.76)	FIFO
and the second second	20100100	DTD 06/02/2014 1.500% 05/31/2019			01 200 200		CO 200 PO2	111 COV	200	-
08/03/17	08/04/17	US IREASURY NOTES DTD 10/21/2014 1 500% 10/31/2019	2018/28/16	00,000,000	05./80,100	58.145.2	0U4,U33	(८/.28)	1/2/1	PIPO
08/03/17	08/07/17	US TREASURY NOTES	9128280H8	600,000.00	602,625.00	1,006.79	603,631.79	(7,312.50)	(5,275,85)	FIFO
		DTD 06/30/2015 1.625% 06/30/2020								
21/60/80	08/16/17	US TREASURY NOTES	912828F62	200,000.00	200,617.19	880.43	201,497,62	23.44	68.35	FIFO
		DTD 10/31/2014 1.500% 10/31/2019								
08/16/17	08/23/17	US TREASURY NOTES	912828WW6	225,000.00	226,133.79	228.52	226,362.31	(87.89)	(0.04)	FIFO
		DTD 07/31/2014 1.625% 07/31/2019								
71/22/80	08/23/17	US TREASURY NOTES	912828WW6	125,000.00	125,732.42	126.95	125,859.37	23.71	102.51	FIFO
		DTD 07/31/2014 1.625% 07/31/2019								
08/23/17	08/23/17	US TREASURY NOTES	912828WL0	210,000.00	210,672.66	722.95	211,395.61	(1,624.21)	(932.50)	FIFO
		DTD 06/02/2014 1.500% 05/31/2019								

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Managed Account Security Transactions & Interest

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For the Month Ending August 31, 2017

Transact	Transaction Type				Drincinal	Accruad		Realized G/I Realized G/I	Bealized G/I	cales
Trade	Trade Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL			Section 1 and 1							
08/25/17	08/30/17	08/25/17 08/30/17 US TREASURY NOTES 08/30/17 US TREASURY NOTES 08/30/17 US 10/31/2019	912828F62	140,000.00	140,404.69	696.20	141.100.89	(10.94)	26.97	FIFO
71/0E/80	08/30/17 08/31/17	FHLB NOTES	3130AAE46	125,000.00	124,850.00	16.31	125,045.31	(145.00)	(146.46)	FIFO
08/31/17	1/10/60 /	08/31/17 09/01/17 FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	1,175,000,00	1,175,740.25	1,480.99	1,177,221.24	(6.838.50)	(2,873.04)	FIFO
Transacti	Transaction Type Sub-Total	b-Total		4,595,000.00	4,600,446.23	11,739.71	4,612,185.94	(18,551.60)	(11,422.32)	
Managed	Managed Account Sub-Total	tb-Total			(232,668.63)	42,460.75	(190,207.88)	(18,553.18)	(11,422.32)	
Total Sec	Total Security Transactions	actions			(\$232,668.63)	\$42,460.75	(\$190,207.88)		(\$18,553.18) (\$11,422.32)	
Bolded Iter	ms are forwa	Bolded items are forward settling trades.								

PFM Asset Management LLC

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		Ma	inaged Acco	unt Security	Managed Account Security Transactions & Interest	& Interest	For	For the Month Ending September 30, 2017	ng September	30, 2017
City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio							
Transact	Transaction Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										T
08/31/17	09/01/17	US TREASURY NOTES	912828767	1,200,000,00	(1,181,250.00)	(5,054.35)	(1,186,304.35)			
21/20/60	71/20/60	DTD 10/31/2016 1.250% 10/31/2021 CATERPILLAR FINL SERVICE NOTE	149130246	155,000.00	(154,869,80)	000	(154,869,80)			
09/12/17	09/19/17	DTD 09/07/2017 1.850% 09/04/2020 INTL BANK OF RECONSTRUCTION AND NEV NOTE	45905UP32	220,000.00	(219,472.00)	00.0	(219,472.00)			
2172170	09/18/17	DTD 09/19/2017 1.561% 09/12/2020 BANK OF AMERICA CORP	060516652	65,000.00	(65,000.00)	00.0	(65,000.00)			
09/25/17	09/27/17	DTD 09/18/2017 2.328% 10/01/2021 BANK TOKYO MITSUBISHI UFJ LTD LT	06539RGM3	300,000,000	(00'000'00E)	000	(00'000'00E)			
00/25/17	71/00/00	CD DTD 09/22/2017 2.070% 09/25/2019 HABOT 2017-3 43	43814PAC4		(249.967.51)	0.00	(299-967,51)			
09/25/17	09/25/17 10/02/17		17305EGH2	300,000,005	(299,977.65)	0.00	(299,977.65)			
Transactio	Transaction Type Sub-Total	5-Total		2,540,000.00	(2,520,536.96)	(5,054.35)	(2,525,591.31)			
INTEREST	EST				and a second second	Same and			A DAMAS	
71/10/60	09/25/17	FHLMC SERIES KP03 A2	3137BNN26	97,581.16	000	144.75	144.75			
LT/E0/60	09/03/17	DTD 04/01/2016 1.780% 07/01/2019 AMERICAN EXPRESS CREDET	0258M0EE5	125,000.00	0070	1,375.00	1,375,00			
09/04/17	09/04/17	(CALLABLE) CORP DTD 03/03/2017 2.200% 03/03/2020 WALT DISNEY COMPANY CORP NOTES	25468PDP8	40,000.00	0.00	292267	385.67			
21/60/60	21/60/60	DTD 03/06/2017 1.950% 03/04/2020 ROYAL BANK OF CANADA NY CD	ZZZN6008/	305,000.00	00'0	2,592.50	2,592.50			
21/60/60	21/60/60	AMERICAN HONDA FINANCE CORP	02665WBG5	310,000.00	0.00	2,635.00	2,635.00			
71/21/60	71/21/60	NOTES DTD 09/09/2016 1.700% 09/09/2021 TEXAS INSTRUMENTS INC DTD 03/12/2014 2.750% 03/12/2021	0YA802508A	100.000.00	00.0	1.375.00	1.375.00			

PFM Asset Management LLC

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Managed Account Security Transactions & Interest

For the Month Ending September 30, 2017

City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio				State of the	Suppose		
Transact	Transaction Type				Principal	Accrued	Re	Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST	EST									1
09/13/17	09/13/17	JOHN DEERE CAPITAL CORP CORP	24422ET02	85,000.00	0000	924.61	924.61			
		NOTES DTD 03/15/2017 2.200% 03/13/2020								
71/21/60	71/21/60	GENERAL ELEC CAP CORP GLOBAL SR	36962G3H5	10,000.00	000	281.25	281.25			
		MTN								
00/12/17	00/12/17	VIU2/S1/S0 09/25/2007 A.S.2523 09/25/S1 09/25/2017	4400154/3	105 000 00	0.00	88 C11	112.88			
IT IFT ICO.	and and long	DTD 09/21/2016 1.290% 04/15/2021								
09/15/17	09/15/17	TOYOTA ABS 2017-C A3	89237RAD0	250,000.00	00.0	31.53	531.53			
		DTD 08/02/2017 1.780% 11/15/2021								
71/21/60	21/51/60	HONDA ABS 2017-2 A3	43811BAC8	310,000.00	0000	434.00	434.00			
		DTD 06/27/2017 1.680% 08/15/2021								
09/15/17	09/15/17	HYUNDAI ABS 2016-A A3	44930UAD8	60,000,00	00.00	78.00	78,000			
		DTD 03/30/2016 1.560% 09/15/2020								
71/21/60	71/21/60	ALLY ABS 2017-4 A3	02007FAC9	280,000.00	00'0	299.44	299.44			
		DTD 08/23/2017 1.750% 12/15/2021								
09/15/17	09/15/17	FORD ABS 2017-B A3	34531HAD1	240,000.00	00'0	338.00	338.00			
		DTD 06/27/2017 1.690% 11/15/2021								
71/21/60	09/15/17	HYUNDAI ABS 2017-B A3	44932GAD7	250,000.00	00.0	356.46	356.46			
		DTD 08/16/2017 1.770% 01/15/2022								
71/21/60	71/21/60	JOHN DEERE ABS 2017-B A3	477888AD6	100,000.001	00.0	288.17	288.17			
		DTD 07/15/2017 1.820% 10/15/2021								
71/51/60	CI/SI/60	US BANK NA CINCINNATI CORP NOTE	91159HHC7	300,000,005	00.0	4,500.00	4,500.00			
		DTD 03/02/2012 3.000% 03/15/2022								
09/15/17	71/S1/60	NISSAN ABS 2017-B A3	65478GAD2	300,000.00	00.00	320.83	320,83			
		DTD 08/23/2017 1.750% 10/15/2021								
09/15/17	C1/S1/60	CARMAX ABS 2017-3 A2A	14314WAC5	250,000.00	00'0	341.67	341.67			
		DTD 07/26/2017 1.640% 09/15/2020								
71/91/60	71/91/60	GENERAL ELECTRIC CAPITAL CORP	36962G4R2	125,000.00	0000	2,734.38	2,734.38			
		CORP NOTE								
09/22/17	11/22/60	AMERICAN EXPRESS CREDIT CORP.	0258M0DR7	100.000.00	000	775.00	775.00			
		MOTES DTD 09/23/2014 1.550% 09/22/2017								

PFM Asset Management LLC

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pfi	Ë	pfm FUNDS								
		Ma	naged Accol	int Security	Managed Account Security Transactions & Interest	& Interest	For	For the Month Ending September 30, 2017	ig September 3	30, 2017
City of 5	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio		and the set					
Transaction Type	on Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST	sı					Contraction of				
21/06/60	09/30/17	US TREASURY NOTES DTD 03/31/2015 1.375% 03/31/2020	912828384	1,350,000.00	000	9,281.25	9,281.25			1
Transactio	Transaction Type Sub-Total	b-Total		5,092,581.16	00'0	30,105.39	30,105.39			
MATURITY	Ł	TURBER WELLER			出版である	Set in the set of the	A CONTRACT			
09/15/17	71/51/60	GENERAL ELEC CAP CORP GLOBAL SR	36962G3H5	10,000.00	10,000.01	0.00	10,000.00	(683.60)	0010	ĺ
		MTN DTD 09/24/2007 5.625% 09/15/2017								
11/22/60	11/22/60	AMERICAN EXPRESS CREDIT CORP MOTES	0258M0DR7	100,000.00	100,000.00	0.00	100,000.00	2:00	0.00	
		DTD 09/23/2014 1.550% 09/22/2017								
Transactio	Transaction Type Sub-Total	b-Total		110,000.00	110,000.00	0.00	110,000.00	(678,60)	00'0	
PAYDOWINS	SNN			STATE OF STATE						夏
21/10/60	09/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	31378NN26	159.44	159.44	000	159.44	(1.59)	00.0	
Transactio	Transaction Type Sub-Total	b-Total		159.44	159,44	0.00	159,44	(1.59)	0.00	
SELL					A DAUL SUS	S. S				
08/31/17	09/01/17	FINMA BENCHMARK NOTE	313SG0H63	1,175,000.00	1,175,740.25	1.480.99	1.177,221.24	(6,838.50)	(2,873.04)	FIFO
71/20/60	11/20/60	US TREASURY NOTES	912828H52	100,000.001	15,028,66	129.08	62'646'66	(234.38)	(213.70)	FIFO
71/20/60	09/07/17	DTD 02/02/2015 1.250% 01/31/2020 US TREASURY NOTES	912828F62	60,000,00	60,243,75	317.93	60,561.68	65.63	83.46	FIFO
71/21/60	21/61/60	DID 10/31/2014 1.500% 10/31/2019 US TREASURY NOTES	9128280HB	200,000.00	201,000.00	715.35	201,715.35	(2,312.50)	(1,528.97)	FIFO
09/13/17	71/81/60	UED 06/30/2015 1.623% 06/30/2020 US TREASURY NOTES	912828384	50,000.00	49,941.41	321.21	50,262.62	37.11	27.65	FIFO
09/25/17	71/12/60	DTD 03/31/2015 1.3/5% 03/31/2020 FREDDIE MAC GLOBAL NOTES DTD 10/02/2012 1.250% 10/02/2019	3137EADM8	00'000'005	298,491,00	1,822.92	300,313.92	(007.00)	(1,102.44)	FIFO

PFM Asset Management LLC

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Managed Account Security Transactions & Interest

For the Month Ending September 30, 2017

City of	Santa Fe	City of Santa Fe Springs - Investment Portfolio	olio							
Transac	Transaction Type				Principal	Accrued		Realized G/L Realized G/L	Realized G/L	Sale
Trade	Trade Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL										
09/25/17	09/29/17	09/25/17 09/29/17 FNMA BENCHMARK NOTE	313560463	500,000.00	499,725.00	1,164.93	500,889.93	(3,500.00)	(1,728.18)	FIFO
		DTD 01/08/2016 1.375% 01/28/2019								I
Transact	Transaction Type Sub-Total	b-Total		2,385,000.00	2,384,961.72	5,952.41	2,390,914.13	(13,559.64)	(7,335.22)	
Managed	Managed Account Sub-Total	b-Total			(25,415.80)	31,003.45	5,587.65	(14,239.83)	(7,335.22)	
Total Sec	Total Security Transactions	actions			(\$25,415.80)	\$31,003.45	\$5,587.65	(\$14,239.83)	(\$7,335.22)	

Bolded items are forward settling trades.

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CITY C	CITY OF SANTA FE SPRINGS	Appendix
IMPOR	IMPORTANT DISCLOSURES	
This me accurat to what correct not neo	This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.	80 81
•	Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.	gj
•	In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.	and
•	 Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns. 	fees. e of
•	 Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets. 	
•	Money market fund/cash balances are included in performance and duration computations.	
•	 Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings. 	
•	Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.	
•	MBS maturities are represented by expected average life.	

For the Quarter Ended September 30, 2017

	For the Quarter Ended September 30, 2017
CITY	CITY OF SANTA FE SPRINGS Appendix
GLOSSARY	SARY
•	ACCRUED INTEREST: Interest that is due on a bond or other fixed income security since the last interest payment was made.
•	AGENCIES: Federal agency securities and/or Government-sponsored enterprises.
•	AMORTIZED COST: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
•	BANKERS' ACCEPTANCE: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
•	COMMERCIAL PAPER: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
•	CONTRIBUTION TO DURATION: Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
•	DURATION TO WORST: A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
•	EFFECTIVE DURATION: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
•	EFFECTIVE YIELD: The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while ominal yield does not.
•	FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
•	INTEREST RATE: Interest per year divided by principal amount and expressed as a percentage.
•	MARKET VALUE: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
•	MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.
•	NEGOTIABLE CERTIFICATES OF DEPOSIT: A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
•	PAR VALUE: The nominal dollar face amount of a security.

CII	CITY OF SANTA FE SPRINGS
GLOSSARY	SARY
•	PASS THROUGH SECURITY: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
•	REPURCHASE AGREEMENTS: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
•	SETTLE DATE: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
•	TRADE DATE: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
•	UNSETTLED TRADE: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
•	U.S. TREASURY: The department of the U.S. government that issues Treasury securities.
•	YIELD: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
•	YTM AT COST: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
•	YTM AT MARKET: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

City of Santa Fe Springs

City Council Meeting

November 20, 2017

CONSENT AGENDA

Greenleaf Avenue Street Rehabilitation - Award of Contract

RECOMMENDATION

That the City Council take the following actions:

- Appropriate \$140,000 from the Capital Improvement Plan Bond Fund to Greenleaf Avenue Street Rehabilitation (Activity 455-397-S038),
- Accept the bids; and
- Award a contract to Gentry Brothers Inc. of Irwindale, California, in the amount of \$989,115.00.

BACKGROUND

The City Council, at their meeting of September 28, 2017, authorized the City Engineer to advertise for construction bids. The project is located on Greenleaf Avenue from Telegraph Road to Los Nietos Road and consists of the removal of existing asphalt concrete pavement surface, reworking the underlying aggregate base and in situ soil materials to provide a firm and stable platform for placing new asphalt concrete pavement thereon, removal and replacement of curb and gutter, sidewalks, driveways and traffic signal infrastructure components.

Bids were opened on November 7, 2017 and a total of eight 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 Gentry Brothers Inc. of Invindale, California, in the amount of \$989,115.00. The following represents the bids received and the amount of each bid:

Company Name	Bid Amount
Gentry Brothers Inc.	\$989,115.00
*Sully-Miller Contracting Company	\$999,279.50
All American Asphalt	\$1,012,403.00
EBS General Engineering	\$1,019,985.00
Hardy & Harper	\$1,040,000.00
Shawnan	\$1,040,956.00
RJ Noble Company	\$1,043,263.50
Excel Paving	\$1,058,471.00
No. 1 : 2017년 2월 28일 전 2017년 2월 2017년 2	

*Denotes the Sully-Miller Contracting Company Official Bid Proposal was publicly read at \$999,280.00. The mathematical error was discovered during staff's bid summation analysis.

The bid submitted by Gentry Brothers Inc. is approximately 0.4% below the Engineer's Estimate of \$993,000.00. The slight decrease is due to the cost of oil and materials.

Report Submitted By:

Noe Negrete, Director Date of Report: November 15, 2017 Department of Public Works

ITEM NO. 5C

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Gentry Brothers Inc., to be responsive and responsible.

LEGAL REVIEW

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

FISCAL IMPACT

The Greenleaf Avenue Street Rehabilitation project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$1,071,600 which is less than the total estimated project cost of \$1,211,600. Staff is recommending an appropriation in the amount of \$140,000 to cover the shortfall. The project cost escalation is attributed to the increase in scope of work to include the removal and replacement of aging traffic signal infrastructure components. At a future Council meeting, staff will recommend to nominate this project for Senate Bill 1 funding in the amount of approximately \$104,000. The Senate Bill 1 funds will partially replenish the appropriated CIP Bond funds.

INFRASTRUCTURE IMPACT

The rehabilitation work will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.

Jose Gomez

Acting City Manager

Attachment: Agreement

Report Submitted By:

Noe Negrete, Director Public Works Date of Report: November 14, 2017

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

GREENLEAF AVENUE STREET REHABILITATION

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this <u>20TH</u> day of <u>November 2017</u>, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and <u>Gentry</u> <u>Brothers Inc.</u> as CONTRACTOR in the amount of <u>\$989,115.00</u>.

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

November 20, 2017

City of Santa Fe Springs

City Council Meeting

OLD BUSINESS

Consideration of Security Options for the Clarke Estate and Heritage Park

RECOMMENDATION

That the City Council provide direction on the security options for the Clarke Estate and Heritage Park as outlined within the report.

BACKGROUND

On October 12, 2017 the City Council discussed the possibility of adding a resident caretaker at the Clarke Estate to serve as an extra layer of protection against intruders, on a pilot basis for a period of one year. As a result, several alternatives to having a live-in caretaker were brought forth that would serve as a deterrent to potential burglaries and vandalism at this facility, along with Heritage Park. Among those alternatives were the addition of overnight Public Safety Officer (PSO) patrols, private security details, and camera systems. The Council directed staff to explore these options and return to a subsequent council meeting with cost estimates for further consideration and direction. After careful review with staff and the Santa Fe Springs/Whittier Policing Team, the following options are summarized below.

Part Time PSO Overnight Security Detail (11pm-7am) Estimate: \$117,000 per year Four part time PSO's would be necessary in addition to the existing complement of PSO's to cover 56 hours per week. Patrols would consist of two PSO's per eight- hour shift to monitor the exterior and interior of the Clarke Estate and Heritage Park. In order not to negatively impact current patrol levels, the estimated time to hire needed personnel and implement is approximately six months.

Private Security Detail (11pm-7am)

Estimate: \$62,000

In consulting with the City Attorney's office, they are analyzing whether this is considered a "core service" and the City's ability to seek outside service providers.

Camera Systems

Heritage Park

*Estimate \$63,200

Specifically, three landmarks on the Heritage Park campus were identified by staff as having been, or being potential targets of vandalism; the Train Depot, Carriage Barn, and the Native American K'iche exhibit. Public Safety staff conducted a walkthrough of the facility and determined that the most suitable and cost effective option to deter property damage would be a FlashCAM stand-alone camera system that is capable of notifying intruders and capturing their images. The system is a completely portable, self-contained, solar powered, voice-activated, high resolution camera deterrent system that requires no hard wiring.

Additional features of the camera system are the following:

- Does not require constant monitoring
- Wireless download of photos from any wireless device
- Can be programmed to trigger at specific times and schedules
- Customizable voice message
- · High resolution photos up to approximately 250 feet
- Does not require a contractor to monitor

If the Council selects this option, Staff recommends the following number of cameras per landmark:

- Train Depot 3 cameras
- Carriage Barn 3 cameras
- K'iche 2 cameras

*The cost estimate is based on a per camera cost of \$7,900 and does not include additional warranties or Public Works labor and materials.

Clarke Estate – Camera System – Option 1

*Cost Estimate \$18,000

Staff conducted a walkthrough of the Clarke Estate and also received a recommendation from a licensed security system consultant. Eight dome-type video cameras attached to the exterior of the structure would capture any subjects approaching the building. Other improvements such as additional lighting on the campus and warning signs for the perimeter walls of the facility could be added to bolster video camera imaging and discourage would-be vandals. This option does not offer alarm video monitoring.

Clarke Estate - Camera System - Option 2

*Cost Estimate \$45,000

A high-end video management system consisting of ten cameras with built-in video intelligent analytics able to detect people on the property and then send the alarm monitoring company notification of a perimeter breach. Other improvements such as additional lighting on the campus and warning signs for the perimeter walls of the facility could be added to bolster video camera imaging and discourage would-be vandals. Annual video monitoring costs would run approximately \$1,200.

*The cost estimates for the Clarke estate camera system Options 1 and 2 do not include additional warranties or Public Works and IT labor and materials.

INFRASTRUCTURE IMPACT

The proposed security options would protect City assets from future vandalism and damage.

FISCAL IMPACT

No funds have been allocated to implement these security options. If one is selected, staff would then return to the City Council at a subsequent Council meeting with an action plan and a project budget.

2 (9 Jose Gomez

Acting City Manager
City of Santa Fe Springs

City Council Meeting

November 20, 2017

NEW BUSINESS

Procedure for Approving and/or Denying Claims Against the City

RECOMMENDATION

Staff is requesting the City Council direction as to the procedure for approving/denying claims against the City.

BACKGROUND

Staff is seeking the City Council's direction as to the procedure for approving and/or denying claims for money brought against the City of Santa Fe Springs due to personal injury and/or property damage. Under state law¹, a person seeking money against the City for personal injury or property damages is first required to file an "administrative claim" with the City. The administrative claim requires certain information such as the name of the claimant; where, when and how the accident or injury occurred; details about the damage or injury incurred; how the City is responsible, etc. Attached is the template Administrative Claim Form used by the City that specifies all of the information required.

Currently, when the City receives an administrative claim, it is sent to the California Joint Powers Insurance Authority ("JPIA") and Carl Warren & Company ("Carl Warren"), as the third-party administrator. JPIA and Carl Warren review each claim for its merits and contacts the City with a recommendation to either deny or approve the claim. Approximately 20 years ago, the City Council delegated responsibility for processing, including denying and/or approving claims, to JPIA. According to JPIA, approximately 75% of its 118 member agencies have delegated claims processing responsibility to them.

The City Council, however, has a number of options as to how it wishes to handle its claims processing as set forth below.

OPTIONS	EXPLANATION
Option 1: Maintain current practice	JPIA & Carl Warren would review the claims and send out rejection letters based upon its review of the claim. If the City Council wishes to continue with this process, it is recommended that it adopt the attached resolution delegating this duty.

¹ California Government Code §810 *et seq.* Report Submitted By: Yolanda M. Summerhill City Attorney's Office

Date of Report: November 15, 2017

ITEM NO. 7

City Council Meeting

Page 2 of 2

Option 2: Maintain the current practice plus provide quarterly/monthly reports to the City Council on the claims processed	Same practice as above. However, City staff would provide the City Council updates as to what claims were received & what the ultimate action taken on the claim was.
Option 3: City Council approves claims above a certain amount	For claims below a certain dollar amount, JPIA & Carl Warren would handle the claims processing procedure. However, claims over a certain dollar amount would be placed on the City Council agenda for final action.
Option 4: City Council approves claims	JPIA & Carl Warren would review claims and then make a recommendation to the City Council. The claim would then be placed on the City Council agenda for final action.

At the City Council meeting, a member of JPIA will be present in the event the City Council has additional guestions.

FISCAL IMPACT

JPIA and Carl Warren would continue to review and process claims in any of the above scenarios. However, assuming the Council wishes to follow Option 3 or 4, additional City staff time would be required.

Jose Gomez

Acting City Manager

<u>Attachment(s)</u> Sample Claim Form JPIA Information related to Delegation of Liability Claims Handling Resolution No. 9562 - Delegating Claims Authority to JPIA

Report Submitted By: Name Department Date of Report: November 15, 2017





Claim Against the City of Santa Fe Springs for Damages to Persons or Property

Claims for death, injury to person, or to personal property must be filed no later than six months after the occurrence. (Gov. Code, Sec. 911.2) Claims for damages to real property must be filed no later than one year after the occurrence (Gov. Code, Sec 911.2)

NOTE: Please verify that your claim is against the City of Santa Fe Springs and not another public agency.

The undersigned respectively submits the following claim and information relative to damage to persons and/or personal property.

1. Claimant Personal Information

a	a. Name			
b	o. AddressStreet	City	State	Zip
c				
e	e. Date of Birth Month - Day - Year	f. Drivers License #		
g	and a second			
	Please provide information about the		nich the Claim arise) S.
8	a. Date	Month Day Vear		
F	o. Time	Month - Day - Tear		
1	o. Time	Please Note AM or PM		
2				
	Example: Stairway at northeast	corner of parking lot located at (s	treet number / name a	nd cross streets).
3. C	Describe how, and under what circum	stances, the alleged damage	e or injury occurred	ι.
2				
8				
1				

Please complete additional questions on reverse side of this claim form.

4. What particular action by the City (or its Employees) caused the alleged damage or injury?

- 5. Briefly describe the injury, property damage, or loss, so far as is known at the time of this Claim. If there were no injuries, please state "No Injuries."
- 6. If known, list the name(s) of the City Employee(s) causing the damage or injury.
- 7. List the name(s) address(s) of any other person(s) injured.
- 8. List the name and address of the owner of any damaged property.
- Write the amount (dollar value) of the claim for the alleged damage or injury. Include copies of all invoices, receipts, estimates, etc.

\$

- 10. List names and addresses of any witnesses, doctors, and/or hospitals.
- 11. On a separate sheet of paper, please provide any additional information that might be helpful in considering this Claim.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM (California Penal Code 72; Insurance Code 556.1)

> MAIL FORMS TO: City of Santa Fe Springs Attn: City Clerk 11710 Telegraph Road Santa Fe Springs, CA 90670



Delegation of Liability Claims Handling

Upon the recommendation of the Managers Committee, the Executive Committee of the California JPIA took action to provide members with an additional alternative for the handling of liability claims filed against them. The alternative allows the member to delegate the entire claims handling responsibility to the Authority, which would eliminate the need for the member's staff or legislative body to take action or send letters to claimants.

Claims presented to the clerk of the member agency are forwarded to Carl Warren & Company, the third party administrator for the Authority. Carl Warren staff reviews each claim for its merits and contacts the member agency with a requested action. When the determination is made that the claim should be rejected, there are several possible courses of action depending upon the claim and prior actions of the legislative body:

- The legislative body of the member agency can take no action, and the claim will be deemed rejected by course of law 45 days after it is presented to the clerk. By allowing the claim to be rejected by course of law, the time period in which a lawsuit may be filed is two years from the date of the occurrence.
- The legislative body may choose to reject the claim at a public meeting and send written notice of the rejection. This reduces the time period in which a claimant may file a lawsuit to six months following the rejection.

Many members have taken the actions necessary to implement the third alternative:

3. The legislative body may, by resolution, delegate the claims handling responsibility to a member of staff. That staff member then rejects the claim, again shortening the time period in which to file a lawsuit to six months.

The Authority's recommended alternative allows further streamlining of the process:

4. The legislative body may, by resolution, delegate the claims handling responsibility in its entirety to the Authority, allowing the Authority to send notice of the rejection and shortening the timeframe in which to file a lawsuit to six months.

For your convenience, a template resolution which would allow your agency to employ alternative #4 has been attached. If your agency decides to employ another alternative, please contact our office.

RESOLUTION NO. 9562

A RESOLUTION OF THE CITY COUNCIL OF SANTA FE SPRINGS ESTABLISHING A POLICY WHICH DELEGATES TORT LIABILITY CLAIMS HANDLING RESPONSIBILITIES TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AS AUTHORIZED BY GOVERNMENT CODE SECTIONS 910, ET SEQ.

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

Whereas, the City of Santa Fe Springs is a member of the California Joint Powers Insurance Authority (California JPIA), and pursuant to Government Code sections 990.4, et seq. and 6500 et seq. pools its self-insured liability claims and losses with other California JPIA members under a Memorandum of Coverage; and

Whereas, the Joint Powers Agreement creating the California JPIA authorizes it to exercise powers common to members and appropriate to defend and indemnify members from liability claims under the Memorandum of Coverage,

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

SECTION 1. The City of Santa Fe Springs delegates to California JPIA authority to act on its behalf pursuant to Government Code sections 910, et seq. to accept, reject, return as insufficient, or return as untimely any claims against it, and to provide any notices authorized under those statutes on behalf of Santa Fe Springs.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

SECTION 3. The [Agency] Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 20th day of November, 2017.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

City of Santa Fe Springs

City Council Meeting

November 20, 2017

NEW BUSINESS

Discussion Regarding Renewal of Use Agreements for Athletic Fields and Facilities with Community Sports Organizations

RECOMMENDATION

That the City Council discuss the information included in the report and make a recommendation to staff for providing the outline of the Field Use Agreements for the Community Sports Organizations which will be brought back to City Council on December 14, 2017 for final approval.

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.

The City of Santa Fe Springs has established 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 drafted, 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. 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.

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

Report Submitted By: Wayne Bergeron/Maricela Balderas Department of Community Services Date of Report: November 15, 2017

ITEM NO. 8

Metropolitan Little League

Facilities: Lake Center Athletic Park, Betty Wilson Center (concession area and library room; main room may be requested for use and may be used, if available), Santa Fe Springs Athletic Fields upon request and Lakeview Park (tryouts).

Time of Use: Tryouts in January; spring use from February through July, fall use from September through November.

Norwalk-Santa Fe Springs 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 until the last Sunday in June; Football Practice from July through November; and Cheer Practice from July through February.

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 until the last Sunday in June; Football Practice at Santa Fe Springs Park from July through the Sunday before Labor Day. On the Tuesday after Labor Day, practice will move to Santa Fe Springs Athletic Fields through November.

Participant Residency

The table below shows a breakdown of participants that reside in Santa Fe Springs and the cities that surround Santa Fe Springs. A more comprehensive breakdown of all participant residency is included as Attachment 1.

Metropolitan	Little League				
SFS	Norwalk	Whittier	Downey	Pico Rivera	Total
161 (49.1%)	68 (20.7%)	70 (21.3%)	10 (3%)	7 (2.1%)	328

Norwalk-Sar	nta Fe Springs	Saints Footba	ll & Cheer	1997	201 cd - 34 - 34
SFS	Norwalk	Whittier	Downey	Pico Rivera	Total
37 (17.5%)	88 (41.5%)	31 (14.6%)	2 (0.9%)	14 (6.6%)	212

Santa Fe Spi	ings 49ers				
SFS	Norwalk	Whittier	Downey	Pico Rivera	Total
32 (39.5%)	19 (23.5%)	15 (18.5%)	5 (6.2%)	1 (1.2%)	81

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

Date of Report: November 15, 2017

Key Inclusions for Field Use Agreements

- 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.
- 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 Field 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).

City Council Meeting

FISCAL IMPACT

In accordance to the most recent field use agreements, each of the sports organizations contribute \$2,000 to the City for a total of \$6,000. This contribution offsets field maintenance costs, utility costs and staffing. Below is the fiscal overview for each organization that takes into account staffing and field use costs.

Metro – Fiscal Overview	
March - June Weekday Practices at LCAP	\$4,900
March – June Games at LCAP	\$2,050
June - July All Star Practices	\$860
September - November Weekday Practices at LCAP (Fall Ball)	\$1,940
September - November Games at LCAP (Fall Ball)	\$1,250
Fundraiser at Social Hall	\$93
Ball Field Maintenance (Dragging and Chalking) \$2,400 a week	\$60,000
Field Rehab (Reseeding and Fertilizer)	\$2,870
Total Expenses	\$73,963
Total Contribution	\$2,000
Difference	-\$71,963

Norwalk/Santa Fe Springs Saints – Fiscal Overview	
March – June Spring Conditioning at Lakeview Park	No Staff Cost*
July – August Practices at Little Lake Park	\$1,210
September – November Practices at Little Lake Park	\$1,090
Field Rehab (Reseeding and Fertilizer)	\$1,590
Total Expenses	\$3,890
Total Contribution	\$2,000
Difference	-\$1,890

Santa Fe Springs 49ers – Fiscal Overview	
April – June Spring Conditioning at SFS Park	No Staff Cost*
July – August Practices at SFS Park	\$1,300
September – November Practices at SFS Athletic Fields	\$1,090
End of Year Banquet – Social Hall	\$100
Field Rehab (Reseeding and Fertilizer)	\$950
Total Expenses	\$3,440
Total Contribution	\$2,000
Difference	-\$1,440

*Utilize existing staff that are on the park that are normally scheduled.

Report Submitted By: Wayne Bergeron/Maricela Balderas Department of Community Services There are a number of areas that can be discussed to be included in a new Field Use Agreement for the Community Sports Organizations. These areas include: term length, contribution amount, field allocation and any other area covered under the agreement.

Recommendation Options:

- 1. Maintain the current Field Use Agreements for all three Community Sports Organizations and renew.
- 2. Explore increasing the contribution amount of each agreement to cover more City expenses as it relates to the use of fields and facilities.
- Determine the term length of the agreements. Options include: 1 year agreement, 3 year agreement, 5 year agreement, or a specified term length with the ability for a one year extension.
- 4. Specify different access to field and facility use by each organization.

Staff recommends the City Council review the information included and provide staff with direction on the renewal of the Field Use Agreements for the Community Sports Organizations. Once direction has been provided, staff will draft Field Use Agreements for each of the Community Sports group to be reviewed at the City Council meeting on Thursday, December 14, 2017.

The Mayor may call upon Community Services Supervisor Wayne Bergeron to answer questions the Council may have regarding the staff report.

Kon Q Jose Gomez

Acting City Manager

Attachment(s)

- 1. Community Sports Organizations Participant Residency Table
- 2. Draft Use Agreement for Athletic Fields & Facilities Metropolitan Little League
- 3. Draft Use Agreement for Athletic Fields & Facilities Saints Football & Cheer
- 4. Draft Use Agreement for Athletic Fields & Facilities 49ers Football

Report Submitted By: Wayne Bergeron/Maricela Balderas Department of Community Services Date of Report: November 15, 2017

Youth Sports Organizations - Residency Breakdown

Saints Youth Football

	3	1.5%	La Habra	1	0.5%			
Huntington Park		1	La		0			
L.A.	4	2.0%	Hacienda Heights	1	0.5%			
Buena Park	4	2.0%	Bell	1	0.5%			
Corona	5	2.5%	Alhambra	1	0.5%			
Paramount	5	2.5%	Vernon	1	0.5%			
BeliFlower	6	3.0%	Moreno Valley	1	0.5%			
Pico Rivera	14	7.1%	Artesia	1	0.5%	Total	197	
Whittier	31	15.7%	Rowland	1	0.5%	Compton	1	0.5%
Norwalk	88	44.7%	Anahiem	2	1.0%	Cudahy	1	0.5%
SFS or SFS School	37	18.8%	Downey	2	1.0%	La Puente	1	0.5%

49ers Youth Football

SFS or SFS School	Norwalk	Whittier	Downey	Paramount	Lynwood	Pico Rivera	LA	Cudahy	Hawaiian Gardens
32	19	15	5	2	2	1	1	1	1
40.5%	24.1%	19.0%	6.3%	2.5%	2.5%	1.3%	1.3%	1.3%	1.3%
El Monte	La Habra	Total							
1	1	79							
1.3%	1.3%								

Metro Little League

0.3%

SES	Whittier	Norwalk	Downey	Pico Rivera	Beliflower	Bell Gardens	La Mirada	Long Beach	South Gate
161	70	68	10	7	4	2	2	2	1
49.2%	21.4%	20.8%	3.1%	2.1%	1.2%	0.6%	0.6%	0.6%	0.3%
LA.	Total								
1	327								



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 1st through June 30th.
- Baseball Tournament Season (including All Stars, Sectional, and Regional Playoffs) – Beginning July 1st through August 30th.
- Fall Baseball Season Practices and Games September 1st through November 30th.

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. 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. 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. and Saturdays from 9:00 a.m. – 1:00 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 ORGANZATION 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

- 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:

Metropolitan Little League Attention: President P.O. Box 3241 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. <u>Commercial General Liability Insurance</u>: 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.

- 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.
- 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.
- 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.
- 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.
- 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 selfinsured 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.
- 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



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 1st until November 30th.
- Cheer Practice Beginning July 1st 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 1st until February 28th 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 ORGANZATION 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.
- 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'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.

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14. NOTICE

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

To AGENCY:

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

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. <u>Commercial General Liability Insurance</u>: 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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



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 1st until November 30th.

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 ORGANZATION 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. <u>RESPONSIBILITY FOR ACTIVITIES</u>

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.
- 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. <u>Commercial General Liability Insurance</u>: 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 selfinsured 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.
- 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 Council Meeting

November 20, 2017

NEW BUSINESS

FY 2016-17 Preliminary Financial Year-End Review

RECOMMENDATION

That the City Council:

- Amend the fiscal year 2016-17 budget to authorize the transfer of \$269,000 from the General Fund to the Equipment Replacement Fund.
- Amend the fiscal year 2016-17 budget to authorize the transfer of \$121,500 from the General Fund to the Employee Benefits Fund.
- Amend the fiscal year 2016-17 budget to authorize the transfer of \$49,500 from the General Fund to the Prefunded Capital Improvement Projects (CIP) Fund.
- Direct City Staff to apply any remaining balance from the fiscal year 2016-17 year-end results to the unassigned General Fund Reserve account.
- Direct City Staff to apply the entire residual Water Fund balance from the fiscal year 2016-17 year-end results to the Water CIP Reserve Funds (approximately \$1.9 million).

Background

As part of the City's annual fiscal year-end procedures, Staff compiles an "unaudited" recap of the City's actual General Fund and Water Fund revenues and operating expenditures compared to the final estimated budget for the year. While the figures are not final, nor official, the recap is instrumental in helping Staff assess prior year expenditures and incorporate that information into future budget estimates. Staff expects to provide complete year-end audited figures as part of the full Comprehensive Annual Financial Report (CAFR) presentation to the City Council next month.

"Actual vs. Budget" Information

Although the fiscal year comes to a close each June 30th, all corresponding revenue and expenditure information is typically not fully available until late September. There is an inherent delay in receiving various revenues and invoices for payment, some of which come from the State or County.

Attached are revenue and expenditure summaries illustrating comparisons between budgeted and actual figures. Across the General Fund, the actual year-end financial information is favorable for both budgeted revenue and operating expenditure estimates. Revenues are very slightly higher than anticipated and expenditures are less than the amounts budgeted by 2.7%. The City also received \$2.1 million in loan repayments from the Successor Agency in June 2017. All combined, this resulted in an overall increase in available funds of \$1.0 million.

Report Submitted By: Jose Gomez / Travis Hickey Finance and Administrative Services

Date of Report: November 15, 2017

ITEM NO. 9



City Council Meeting

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Likewise, the Water Fund experienced positive variances for both budgeted revenue and operating expenditure estimates. Revenues exceeded the final budget by 2.5%, while expenditures are 11.2% under budget. When coupled with a number of adjustments required of the Water Fund (due to applicable full-accrual accounting standards), the overall increase to available fund balance is estimated to be approximately \$1.9 million.

Following is a brief narrative describing some of the key components in the attachment:

GENERAL FUND

Revenues

Overall, General Fund revenues were approximately 0.1% higher than anticipated. At \$43.5 million, revenues exceeded the budget estimate by approximately \$50,000. Most notably, Property Taxes and Utility Users Taxes were \$272,000 and \$202,000 higher, respectively, than budgeted.

Sales Tax revenues were \$174,000 less than the final budget, at \$25.1 million. The budgeted revenues of \$25.3 million had already been reduced from the original budget estimate of \$25.9 million. This was also an overall decline from the previous year of over \$440,000. Based on meetings with the City's sales tax consultants, Staff expects Sales Tax revenue to be mostly flat in the coming years.

While the Utility User's Tax (UUT) exceeded budget expectations, as noted above, the revenue actually declined from the previous year by \$262,000 to \$6.4 million. The original revenue estimate of \$7.0 million was lowered to \$6.2 million during the fiscal year based on year-to-date revenue receipts.

Use of Money, Property, & Other revenues fell short of the final budget by \$341,000. This was primarily the result of unrealized losses on the City's investment portfolio. Accounting principles require investments to be adjusted to market value on the City's books each year, however, it is important to point out that market values of the investment is sold for less than it was purchased. Typically, investments are held for the long-term and the City continues to receive regular interest payments on the investments even when the market value may have declined from the original purchase value. Excluding the unrealized losses, actual interest earnings received amounted to \$378,000 compared to a budget of \$370,000 and a prior year amount of \$250,000.

While overall revenues slightly exceeded the final budget, the original revenue budget was lowered by nearly \$1.5 million during the year and we still saw declines

City Council Meeting

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year-over-year in the City's two largest revenue sources. It is important to monitor these sources as a potential indicator of upcoming economic conditions. Sales tax revenues represent nearly 60% of the City's General Fund revenues while UUT accounts for approximately 15%.

Operating Expenditures

Overall in the General Fund, operating department expenditures totaled \$42.1 million, providing a savings of approximately \$1.2 million (2.7%) compared to the budgeted figures. Although there were customary actual-to-budget departmental fluctuations, all departments (except Police Services and Overhead Recovery) realized savings. The Fire-Rescue Department realized savings of over \$434,000 through significant labor savings and operations/maintenance savings throughout each of the Fire-Rescue activities, while the Public Works Department savings totaled approximately \$348,000. The Community Services Department savings totaled approximately \$321,000 and were seen in all four divisions. The Planning Department realized over \$289,000 through higher than anticipated building fee collections. The General Government and Finance & Administrative Services also saw modest savings.

The Police Services Department expenditures exceeded the final budget by approximately \$291,000 (2.8%), primarily as a result of higher than anticipated overtime costs through the Whittier Police Department (WPD) contract. The increased overtime costs are not due to a significant increase in the number of hours worked by officers, rather, the result of cost increases within the WPD as well as a shift in the way the costs are billed to the City. Previously, savings on the base portion of the WPD contract would be used to offset overtime costs. These savings are still used to offset overtime costs, however, the overtime costs are now higher than the savings on the base contract and are billed to the City during the year. Police Services and Finance Staff have met with WPD and City of Whittier Finance Staff to discuss overtime costs and will remain in close contact to ensure the City is adequately accounting for all costs within the annual budget.

Summary

Below is a summary comparing the General Fund's budgeted vs. actual year-end figures followed by a discussion of potential uses of the available balance.

City Council Meeting

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GENERAL FUND	Final Budget	Actual*
Revenues (see attachment for details)	\$43,414,000	\$43,463,612
Operating Expenditures (see attach. for details)	43,228,300	42,055,985
Vehicles/Transfers/Non-Recurring	2,248,600	2,421,282
Total Uses	45,476,900	44,477,267
Operational Surplus/(Deficit)	\$(2,062,900)	\$(1,013,655)
Loan Repayments/Other	2,062,900	2,018,361
Net Increase in Available Fund Balance	\$ -	\$1,004,706

*Unaudited figures

Available Fund Balance

The prior year's (FY 2015-16) audited financial statements reflected \$21.3 million in the General Fund's available/unassigned fund balance. For FY 2016-17, if no further action is taken by the City Council, the net increase in available fund balance of \$1.0 million would be added to the City's \$21.3 million fund balance, bringing the new total to \$22.3 million.

Potential Uses for General Fund Balance

City Staff met with the Council Finance Subcommittee (Mayor Pro Tem Sarno and Councilmember Moore) to review the preliminary results and discuss potential uses of the funds. Given the flat revenue results, significant increases in expected pension and other benefit costs, and organizational needs going forward, the Council Subcommittee discussed a number of uses for the funds. Based on the direction from the Subcommittee the following recommendations are made with respect to the available funds from FY 2016-17:

 Restore the transfers which were included in the original FY 2016-17 budget but were eliminated in order to balance the final FY 2016-17 budget.

The transfers include \$269,000 to the Equipment Replacement Fund, \$121,500 to the Employee Benefits Fund, and \$49,500 to the Prefunded Capital Improvement Projects Fund (total transfers of \$440,000).

 Add the remaining balance to the General Fund's available/unassigned fund balance. The increase will be approximately \$565,000 to an estimated total \$21.9 million. This is approximately 37% of operating expenditures (not



City Council Meeting

November 20, 2017

including applied revenues). The General Fund Reserve Policy approved by the City Council calls for a targeted reserve of 40% of operating expenditures.

The adjustments above are consistent with City Council policy to use one-time funds for one-time purposes and not ongoing operations.

WATER FUND

Revenues

In the Water Fund, revenues exceeded the budget by approximately \$314,000 or 2.5% of the budget. This was largely due to metered water sales increasing greater than anticipated during the fiscal year, coming in \$341,000 over budget. The budget projections took into account a rate increase and lower demand expected due to heavy rains early in the fiscal year, however, overall demand proved to be greater than projected. Additionally, water rights revenues budgeted at \$160,000 for the fiscal year did not materialize but were offset somewhat by unbudgeted trunk line connection charges of \$113,000. Interest earnings came in approximately \$20,000 greater than anticipated.

Operating Expenditures

Like the General Fund, the Water Fund experienced overall expenditure savings in the operating activities. All activities reported costs below the budget with the exception of the Debt Service activity. Significant savings were realized in the Water Purchases activity as the cost of MVD and Central Basin water did not increase as significantly as was projected. The savings amounted to \$846,000 or 14.6% of the budget. The savings are primarily the result of conservatively budgeting for demand. Savings in the other activities centered on labor and overhead charges, largely due to Staff spending time on a number of ongoing CIP projects and not charging their time to the operating activities. Overhead costs are driven by labor charges so as less time is charged to an activity, less overhead is also realized. Most notably, the Distribution System Maintenance activity and Administration activity realized savings of \$243,000 (16.9%) and \$155,000 (12.9%), respectively. The Debt Service activity exceeded the budget for interest expense by \$28,000 due to the accrual of interest payable as of the end of the fiscal year.

Summary

Below is a summary comparing the Water Fund's budgeted vs. actual year-end figures followed by a discussion of potential uses of the available balance.

City Council Meeting

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WATER FUND	Final Budget	Actual*
Revenues (see attachment for details)	\$12,620,800	\$12,935,266
Operating Expenditures (see attach. for details)	12,317,000	10,938,772
Operational Surplus/(Deficit)	\$303,800	\$1,996,494
Miscellaneous Adjustments	-	(119,400)
Net Increase in Available Fund Balance	\$303,800	\$1,877,094

*Unaudited figures

Available Fund Balance

The Water Fund reported a beginning available fund balance of \$3.0 million**. For FY 2016-17, if no further action is taken by the City Council, the net increase in available balance of \$1.9 million would be added to the Water Fund's available balance, bringing the new total to approximately \$4.9 million. In addition to the available balance, the Water Fund maintains a CIP Reserve Fund and Equipment Replacement Reserve Fund. The current balances of the reserve funds are \$2.8 million and \$683,000, respectively.

** The available balance does not correspond directly to the City's annual audit report due to the Water Fund being reported on a full-accrual basis of accounting. Under fullaccrual accounting long-term assets and liabilities are included in the financial statements. Therefore, the reported available balance is net of these long-term balances and does not reflect the currently available resources, as is the case with the General Fund.

The most significant of these balances is the Net Pension Liability of \$8.3 million. This liability represents the Water Fund's share of the overall City's unfunded pension liability which will be repaid over the long-term through annual contributions to the pension fund. It is not uncommon for water or other enterprise type entities to report negative net assets as a result of this liability, while still maintaining cash reserves available to support near-term operations.

Potential Uses for Water Fund Balance

City Staff met with the Council Finance Subcommittee to review the preliminary results and discuss potential uses of the funds. Based on the direction from the Subcommittee the following recommendation is made with respect to the available funds from FY 2016-17:

City of Santa Fe Springs



- City Council Meeting
 - Transfer the available balance of approximately \$1.9 million from the FY 2016-17 results into the Water CIP Reserve Fund. Added to the \$2.8 million balance as of June 30, 2017, the fund will be approximately \$4.7 million.

Based on the recent discussions of water infrastructure needs and available funding for necessary projects, the additional funds will be critical to the long-term improvement of the water system. City Staff will continue to work with the Council CIP Subcommittee and bring individual projects to the City Council for approval.

Future Outlook

As discussed above, overall, the City and Water Funds experienced positive results for FY 2016-17. Both funds are reporting residual balances due to revenues in excess of the budget and expenditures coming in less than the budget. However, there are a number of issues to call to the City Council's attention as we look to the future. Among the most significant are:

- The General Fund budget includes a structural deficit that is currently being balanced through the use of one-time loan repayments from the Successor Agency. Prior to receipt of the loan repayment, the operational deficit for FY 2016-17 was just over \$1.0 million. After the \$2.1 million repayment received during FY 2016-17, a loan balance of \$9.4 million remains. Payments are expected to continue for the next 3-4 fiscal years before being completely repaid.
- General Fund revenues are mostly flat and are not anticipated to increase substantially in the next several years. Although there is no expectation of a recession in the very near-term, it is just a matter of time before the next recession hits. Revenues are expected to be flat in the current environment, with the results expected to be much worse in a recessionary environment.
- CalPERS contributions are expected to increase over \$7 million between FY 2017-18 and FY 2022-23. These projections are based on currently available data and will be adjusted each year based on actual results experienced by CalPERS. If investment performance does not meet expectations, the rates could climb even higher. The CalPERS contributions issue affects both the General Fund and Water Fund.
- Funding for infrastructure will continue to be an issue in the coming years. While the General Fund has a pool of resources to fund current projects through the Prefunded and Bond Funded Capital Projects Funds, the City will be challenged to continue to set funding aside on an ongoing basis. As part of the FY 2017-18 budget revision adopted by the City Council, the remaining annual transfer from the General Fund to the Prefunded Capital Projects Fund



City Council Meeting

November 20, 2017

of \$1.8 million was suspended for FY 2017-18 due to the structural deficit (in FY 2015-16, \$1.0 million was set aside to "prefund" a portion of the FY 2017-18 contribution). In the Water Fund, infrastructure needs are acute as well, and while an addition of \$1.9 million to the Water CIP Reserve Fund is being proposed tonight, there is no ongoing dedicated revenue source to fund infrastructure projects.

Given the factors outlined above, it is critical for the City to consider other potential sources of revenue. Every opportunity for cost containment or efficiency in service delivery should be pursued as well. Even under the most favorable economic conditions, expenditures are expected to grow substantially faster than existing revenues over the next five fiscal years, by which time the one-time loan repayments will have been fully repaid. Staff will continue to work with the City Council through the Finance Subcommittee and both Budget Subcommittees to explore not only new revenue options but cost containment strategies as well, with the ultimate outcome being a structurally balanced budget which does not rely on one-time revenues.

Acting City Manager

Attachment:

Attachment A – General Fund – FY 2016-17 Budget to Actual Summary (Unaudited) Attachment B – Water Fund – FY 2016-17 Budget to Actual Summary (Unaudited)

General Fund - Final FY 2016-17 Budget to Actual Summary (Unaudited)

ATTACHMENT A

\$	Final Budget		Antical		Variance: Actual vs. Final Favorable / (Unfavorable)		
\$			Actual		\$	%	
1.0	25,250,000	\$	25,076,234	\$	(173,766)	-0.7%	
	6,205,000		6,406,684		201,684	3.3%	
	2,704,000		2,783,957		79,957	3.0%	
	3,524,000		3,796,070		272,070	7.7%	
	1,767,000		1,767,500		500	0.0%	
	1,639,000		1,649,598		10,598	0.6%	
	2,325,000		1,983,569		(341,431)	-14.7%	
	43,414,000		43,463,612		49,612	0.1%	
		2,704,000 3,524,000 1,767,000 1,639,000 2,325,000	2,704,000 3,524,000 1,767,000 1,639,000 2,325,000	2,704,0002,783,9573,524,0003,796,0701,767,0001,767,5001,639,0001,649,5982,325,0001,983,569	2,704,0002,783,9573,524,0003,796,0701,767,0001,767,5001,639,0001,649,5982,325,0001,983,569	2,704,0002,783,95779,9573,524,0003,796,070272,0701,767,0001,767,5005001,639,0001,649,59810,5982,325,0001,983,569(341,431)	

Expenditures (Operating Departments				/ariance: Actual v	/s Final
	Final			avorable / (Unfa	
Department/Activity	Budget	Actual		\$	%
General Government	\$ 2,660,400	\$ 2,643	754 \$	16,646	0.6%
Finance and Admin Svcs.	3,685,200	3,512	752	172,448	4.7%
Police	10,243,900	10,535	045	(291,145)	-2.8%
Fire-Rescue	17,337,900	16,903	364	434,536	2.5%
Planning and Development	147,700	(141	392)	289,092	-195.7%
Public Works Engineering Maintenance	578,500 5,834,200	297 5,767	932	280,568 67,200	48.5% 1.2%
Subtotal	6,412,700	6,064	933	347,767	5.4%
Community Services Administration Parks and Recreation	729,500 2,003,300	1,944	N 261 (CA2)	63,263 58,434	8.7% 2.9% 4.0%
LIbrary & Cultural Services Family & Human Services	1,684,100 1,292,400	1,616 1,160	1.2012.0.201	67,619 131,514	10.2%
Subtotal	5,709,300	5,388		320,829	5.6%
Overhead Recovery *	(2,968,800)	(2,850	,942)	(117,858)	-4.0%
Total Operating Expenditures	\$ 43,228,300	\$ 42,055	,985 \$	1,172,315	2.7%

* In the budget document, overhead recovery is included within the Finance & Admin. Services Dept.

General Fund - Final FY 2016-17 Budget to Actual Summary (Unaudited)

- Contraction	a second second	-		-		S STATES AND IN
	Final		2		Favorable / (Unfav	vorable)
	Budget		the second se	_	the plant and th	%
	=		112,113		(112,113)	0.0%
	1,750,500		1,771,527		(21,027)	-1.2%
	498,100		537,642		(39,542)	-7.9%
\$	2,248,600	\$	2,421,282	\$	(172,682)	-7.7%
\$	(2,062,900)	\$	(1,013,655)		1,049,245	50.9%
	2,062,900		2,062,910	\$	10	0.0%
	-		(44,549)	\$	(44,549)	0.0%
\$	-	\$	1,004,706	\$	1,004,706	0.0%
	1.00	Budget - 1,750,500 498,100 \$ 2,248,600 \$ (2,062,900)	Budget - 1,750,500 498,100 \$ 2,248,600 \$ \$ (2,062,900) \$ 2,062,900 -	Budget Actual - 112,113 1,750,500 1,771,527 498,100 537,642 \$ 2,248,600 \$ 2,421,282 \$ (2,062,900) \$ (1,013,655) 2,062,900 2,062,910 - (44,549)	Final Budget Actual - 112,113 1,750,500 1,771,527 498,100 537,642 \$ 2,248,600 \$ 2,062,900) (1,013,655) 2,062,900 2,062,910 - (44,549)	Budget Actual \$ - 112,113 (112,113) 1,750,500 1,771,527 (21,027) 498,100 537,642 (39,542) \$ 2,248,600 \$ 2,421,282 \$ (172,682) \$ (2,062,900) \$ (1,013,655) 1,049,245 10 - (44,549) \$ (44,549) \$

Water Fund - Final FY 2016-17 Budget to Actual Summary (Unaudited)

ATTACHMENT B

		Final			Variance: Actual vs. Final Favorable / (Unfavorable)		
Туре	Budget			Actual		\$	%
Metered Water Sales	\$	12,415,000	\$	12,756,735	\$	341,735	2.8%
Interest		43,000		62,844		19,844	46.1%
Other		162,800		115,687		(47,113)	-28.9%
Total Revenues		12,620,800		12,935,266		314,466	2.5%

6 6 9 7	22,824 60,984 243,421 14,473 (28,232)	2.3% 26.9% 16.9% 1.7% -5.2%
6 9	60,984 243,421	26.9% 16.9%
6	22,024	2.39
	22 924	2.3%
6	845,514	14.6%
9 \$	155,321	<u>%</u> 12.9%
5	6	845,514

Other Adjustments	Final		ariance: Actual v avorable / (Unfa	
Туре	Budget	Actual	\$	%
Full Accrual Accounting Adjustments	-	(119,400)	(119,400)	0.0%
Net Increase in Available Fund Balance	\$ 303,800	\$ 1,877,094	\$ 1,573,294	-517.9%



November 20, 2017

City Council Meeting

NEW BUSINESS

Approval of 2018 Art Fest Event – Professional Services Agreement

RECOMMENDATION

Authorize the Director of Community Services to execute a Professional Services Agreement with Crepe's and Grapes, LLC. Sandra Hahn, upon review and selection of Option #1 or Turnkey Option #2.

BACKGROUND

Through the guidance and direction of the Heritage Arts Advisory Committee (HAAC), the City will host its annual Art Fest on May 4, 2018 at the Clarke Estate. This event has continued to grow in scope and success with over 250 artists participating and showcasing their art in a variety of media. An estimated 3000 guests attend this festival annually and is very well received by the community.

At the September 14, 2017 City Council meeting, Council decided to not seek a request for proposal (RFP) for the 2018 Art Fest Professional Consultant Services Agreement. Instead, the City Council selected to move forward with the same vendor Crepe's & Grapes, LLC., Sandra Hahn proposing a two (2) year Professional Services Agreement and an option of including all services (turn-key) to be covered by the same vendor.

The event will follow the same format as previous years and will continue to include: 1) educational workshops; 2) highlight local artists, including art available for purchase; 3) highlight local art vendors; 4) enhanced entertainment, food and beverages. A new component being proposed for 2018 is a film component and the continuance of the paint and wine art sessions. Staff has worked closely with the existing consultant, Sandra Hahn of Crepe's and Grapes in creating two (2) proposed options for City Council's review and approval.

OPTION #1

The following are the anticipated services to be performed by the Consultant.

Pre-Art Fest Preparation:

Artist commissioning/recruitment - "Calling All Artists"- Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations.

Recruitment of Pop-up Artist Vendors – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction – Solicit potential sponsorships, and donations for the silent auction component.

Report Submitted By: Ed Ramirez/Maricela Balderas Date of Report: November 15, 2017 Department of Community Services

City Council Meeting

Curation of art work – Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with artists on providing proper packaging of art for transportation.

Marketing – Design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, program with map, sponsorship brochure and paint & wine tickets). Redesign SFS ARTFEST Logo, design ad for electronic billboards, with City's approval and specifications. Design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oeil Live installation competition, and Film Installation Screening. Consult with the City's Social Media Administrator for cross promotions and marketing materials using the City's logo and/or approved designs involving 2018 SFS ARTFEST through each party's social media forums (i.e. Facebook, Twitter, Instagram) which identifies the marketing partnership under the consultant's website name "Uptowncrawlers.com."

Art Fest Event Implementation:

Drop off / Installation / Pick up of art work - Plan and coordinate with City staff for check-in, artwork drop-off, installation and return of all unsold artwork.

Sales of Art - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Post Art Fest and Evaluation Report

Final Report - Provide the City with a written summary and analysis report of all participating artists.

Meetings with City Staff:

Consultant will participate in all of the 2018 Art Fest Planning Committee meetings (meeting scheduled once a month, time and date to be determined). Meeting dates may be changed at the mutual consent of both parties.

PROPOSED TOTAL COST: \$49,000.00

OPTION #2

Services to include a turn-key option which includes all services and responsibilities of 2018 Art Fest event.



City Council Meeting

Artist commissioning / recruitment - "Calling All Artists"- Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations.

Recruitment of Pop-up Artist Vendors – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction – Solicit potential sponsorships, and donations for the silent auction component.

Curation of art work - Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with the artists on providing proper packaging of art for transportation.

Marketing- Design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, map program, sponsorship brochure and paint & wine tickets). Redesign SFS ARTFEST Logo, design ad for the electronic City billboards, with the City's approval and specifications. Design and market "Silent Auction" materials, "Paint & Wine" sessions, "Looking Glass Garden" Trompe l'oeil Live installation competition, and the Film Installation Screening. Consult with the City's Social Media Administrator for cross promotions and marketing material using the City's logo and/or approved designs involving 2018 SFS ARTFEST through each parties social media forums (i.e. Facebook, Twitter, Instagram) which identifies the consultant's partnership under the website name marketing "Uptowncrawlers.com."

Art Fest Event Implementation:

Drop off / Installation/ Pick up of art work - Plan and coordinate with City staff for check-in, artwork drop-off, installation and return of all unsold artwork.

Sales of Art - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Security- Acquire security services for safety regarding all components of event (to include public safety).

Staffing - Provide all staffing to plan, host and implement event.



City Council Meeting

Rental Equipment – secure and rent all necessary equipment for the entire event.

Permitting/Licensing/Insurance – Obtain all licensing and permitting (i.e. ABC permitting, Public Health, etc.). Secure special event insurance for coverage of artwork participants, and vendors.

Post Art Fest and Evaluation Report:

Final Report - Provide the City with a written summary and analysis report of all participating artists.

PROPOSED TOTAL COST: \$142,000.00

The Mayor may call upon Ed Ramirez, Family & Human Services Manager, to answer any questions the Council may have regarding the professional services agreement and proposed options.

LEGAL REVIEW

The City Attorney has reviewed the proposed professional services agreement for Crepe's and Grapes, LLC, Sandra Hahn.

FISCAL IMPACT

The funding to cover the cost for the 2018 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program budget (6350-4400) for FY 2017-2018.

Jose Gomez Acting City Manager

Attachment(s)

1. 2018 SFS Art Fest Professional Services Agreement – Option #1 2. 2018 SFS Art Fest Professional Services Agreement – Option #2 Turn-Key

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH CREPES & GRAPES CAFÉ, LLC. OPTION #1

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 9th day of November, 2017 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes, LLC. Sandra Hahn, a California Art Festival Consultant ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Consulting services for the 2018 Art Fest event, 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 requirements 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. <u>Scope of Services</u>. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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:

- 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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$49,000.00 (dollars).

2.2. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Records and Audits</u>. 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. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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. <u>Excusable Delays</u>. Except for rain 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. <u>Term</u>. This Agreement shall commence on the Effective Date and continue for a period of six months, ending on May 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

4.2. <u>Notice of Termination</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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: Crepe's & Grapes, LLC. Sandra Hahn 6560 Greenleaf Ave. Whittier Ca, 90601

Tel:(562) 696-3255

IF TO CITY: City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670

Tel: (562) 868-0511 Attn: Maricela Balderas, Director Department of Community Services

Courtesy copy to: City of Santa Fe Springs 9255 Pioneer Blvd Santa Fe Springs, CA 90670 Attn: Ed Ramirez Family & Human Services Manager

6.5. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.

Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, 6.8. 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.

Independent Contractor. Consultant is and shall be acting at all times as an 6.9. 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. <u>PERS Eligibility Indemnification</u>. 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. <u>Cooperation</u>. 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. <u>Ownership of Documents</u>. 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, information by this Agreement or use of incomplete documents for other projects not contemplated by this Agreement or use of incomplete documents for other projects not contemplated by this Agreement or use of incomplete 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. <u>Public Records Act Disclosure</u>. 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 sub
Consultants, 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 sub Consultants 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 sub Consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. <u>Responsibility for Errors</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Construction</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Corporate Authority</u>. 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:

[Sandra Hahn, Crepe's & Grapes, LLC.]

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Date: _____

William K. Rounds Mayor

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

APPROVED AS TO CONTENT:

Edmund Ramirez Project Manager Date: _____

Date: _____

DEPARTMENTAL APPROVAL:

Maricela Balderas Director of Community Services Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS

Artist Recruitment

- "Calling All Artists"
 Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 250 Artists with no more than two pieces of art per artist, Medium of art should include but not limited to:
 - fine arts
 - · Chalk artists (to provide live artwork in the making
 - · Glass blowing artistry
 - Face painting and balloon artists
 - Street Art
 - Educational workshops/crafts
 - Finger painters
 - Food art
 - Floral art
 - Sand Art
 - Caricature artist
 - Trompe-l'œi
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of one featured and two guest artists. Consultant shall
 provide a proposal of recommended Artist to be featured and/or be guests. The proposal
 shall include a biography and pictures of the artist's work which will be presented to the
 Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the
 featured or guest artist.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Recruit and secure no more than thirty-five (35) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will
 receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.

Curation of art

Receive, review and approve artist applications, oversee cataloguing and documentation
of all artwork, work with Artists on providing proper packaging of art for transportation.
Cataloging Protocols should include a database (Excel) file that possesses the following

information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.

- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

Marketing

- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number& locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2018 SFS Art Fest.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City
 will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as
 sold; City staff will conduct all reporting of items sold and money collected; Report will
 include: Artist Info, Buyers Name and Contact Information including email, Sale Price,
 Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant
 will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event.
 Dates and times are to be negotiated with Consultant for the return of artwork. All
 uncollected artwork and silent auction items will be forfeited to the CITY and will be used
 as raffle items for future Art Fest events.

Post Art Fest and Evaluation

 Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop –up artist and vendors, and total sales from Art Fest (City staff will provide financial).

EXHIBIT B

CONSULTANT'S PROPOSAL

CONSULTANT RESPONSIBILITIES

The following responsibilities shall be managed by the Consultant and/or Consultants Staff. Consultant shall be available and provide professional services for the CITY's SFS ARTFEST 2018 as described below. All reports shall be delivered electronically (as PDF(s)) to the Director of the Community Services Department and/or their designee.

- A. Advertising, Designing, Marketing Materials: Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall redesign SFS ARTFEST Logo, design ad for the electronic CITY billboards, with CITY's approval and specifications. Consultant shall design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oei Live installation competition, and Film Installation Screening.
- B. Social Media Marketing: Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Uptowncrawlers.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.
- C. Featured and Guest Artists: Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2018. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend. Three Guest Artists would also receive a stipend. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist. Consultant to provide ground staff (5-6) and working with assign CITY staff
- D. Art Handling: Consultant shall be solely responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive is the sole responsibility of the Consultant. CITY will provide metal grids for hanging artworks, outdoor and indoor moveable walls, as well as ladders for installation of art during the SFS Art Fest event set-up. CITY will provide CITY Staff to assist in hanging artwork inside the historic Clarke Estate home. Consultant may use the CITY owned art displays, equipment, easels, etc. CONSULTANT to provide staff week of, during and post (8-10) and working with assign CITY staff for sales and payment of artwork.
- E. Paint & Wine: Consultant shall provide a layout and proposal of the site with a list of recommended Artist instructors to be featured in the Art & Paint venue. The proposal shall include a biography and pictures of the artist's work. The Artist instructors would receive a stipend per session. All materials such as paint, brushes, canvases, tickets, and some collateral materials to produce a Paint & Wine component that will be provided by Consultant. The Consultant to provide layout to CITY rental vendor. CITY well provide (rentals) tents, tables, chairs and any city collateral material. Consultant to provide staff during and post (4-5) and working with assign CITY staff for sales and payment of artwork and or tickets.

- F. Silent Auction: Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event that will be provided by Consultant. CITY well provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
 - Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by May 3rd, 2018. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with two of Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (3-5) and working with assigned CITY staff for sales and payment of auction sales
- G. Entertainment and Performances: Consultant shall assist with CITY staff to secured recommended entertainment, MC and all performing Artists for approval. CONSULTANT is to provide a timeline of all activities for program and or approval of contracts.
- H. Sponsorships: Consultant will design new solicitation promo cards, promote sponsorships for the SFS Art Fest 2018. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by May 30th, 2018.

EXHIBIT C

FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

- 1. Upon execution of the agreement, the Consultant shall be paid \$10,000
- In accordance with the completion of the informational artist recruitment orientation meeting in November (date and time to be determined by CITY and (Consultant) the Consultant shall be paid \$10,000
- Upon completion of the SFS ARTFEST event on May 4th, 2018, the Consultant shall be paid \$20,000;
- Upon completion of the Post SFS ARTFEST and evaluation report, the Consultant shall be paid \$9,000 on May 30th, 2018.

EXHIBIT D

PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November - December, 2017 (time to be determined by CITY)

- 2nd Tuesday of the month, January - March, 2018 (time to be determined by CITY)

- Meeting dates may be changed at the mutual consent of both Parties.

- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. Cataloging Protocols: Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos

- General Artist Information (phone, mailing address, school (if applicable), etc.)

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, flyers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall redesign SFS ARTFEST Logo, design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 15, 2017 and continue promotion through April 15, 2017.
- b. Art Fest Promotional Flyers shall be disseminated no later than January 26, 2018 and should be made available until date of event.

- c. Consultant shall design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oei Live installation competition, and Film Installation Screening and be approved by City by December 15, 2017.
- d. Distribution of "Calling All Artists" Promotional Card Consultant shall routinely distribute, upon receipt from the City, to all local art venues / studios including, local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than December 15, 2017 and remain available through April 15th, 2018. (CITY staff shall be responsible for distributing promotional cards within CITY facilities and CITY schools).
- e. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- f. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than November 30th, 2017.
- g. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 16th, 2018. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant)
- Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- i. Consultant shall recruit and secure between 200 and 250 exhibiting artists. Of those exhibiting artists: Between 110 and 125 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 140 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; 5 Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Paint Instructors for Paint & Wine sessions, each artist instructor exhibiting 4 pieces of artwork each; Two School art instructors and two local artists to instruct; 25 Gallery Artists with four selected curators to represent 5 to 6 artists, each artist will showcase between 5 and 10 pieces of artwork each; 40 Silent Auction items; and 20-30 Artist retail Vendors.
- j. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists
- k. Art vendors submittals shall include but is not limited to the following:
 - i. Fine arts
 - Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
 - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iv. Face painting and balloon artists
 - v. Street Art (muralist providing live art on canvas) to provide
 - vi. Budget for live artwork in the making (location to be determined)
 - vii. Educational workshops/crafts (professional / CITY staff driven)
 - viii. Food Art (to possibly include live artistry)
 - ix. Floral Art (hands on and on display)
 - x. Sand Art (sculptures or cultural creations)
 - xi. Caricature Artists
 - xii. Poetry (designate a poetry recital location)

- xiii. Performing Artist (to be part of entertainment)
- xiv. Art Installations (i.e. Sculpture Garden)
- xv. Film Installations
- xvi. Photography
- Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- m. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, paint and wine sales, public works, CITY staffing, CITY marketing, and CITY social media.
- n. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via uptowncrawlers.com. No submissions will be permitted after the deadline of April 15th, 2018.
- Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 20th, 2018.
- p. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 27 10:00a.m. 2:00p.m. (Art Deliveries)
 - Saturday, April 28 10:00a.m. 2:00p.m. (Art Deliveries / Tent Set-Ups)
 - Monday, April 30 8:00a.m. 3:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, May 1 8:00a.m. 9:00p.m. (Art Installations / Art Deliveries)
 - Wednesday, May 2 8:00a.m. 9:00p.m. (Art Installations)
 - Thursday, May 3 8:00a.m. 9:00p.m. (Art Installations / Preview Tour)
 - Friday, May 4th 8:00a.m. 12:00a.m. (DAY OF EVENT)
 - Saturday, May 5th 10:00a.m. 2:00p.m. (Closing)
- q. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- Consultant shall provide list of medium categories and display location layout to Contract CITY Administrator by April 25th, 2018 or TBD.
- s. Consultant to assist and research local community based entertainment and performances for possible booking for main stage, courtyard stage, Food court Stage and or strolling on grounds.
- t. Consultant to assist City with event entertainment contracts and timeline
- Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- v. CITY will provide all checks for booked entertainment prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 3nd, 2018;
- c. Consultant shall have all artwork hung and displayed by May 3rd, 2018.
- d. Consultant shall have Silent Auction, Paint & Wine, displayed and staffed
- Consultant shall have all Entertainment line-up and contracts secured and payments ready for performers at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits and installations performances and or displayed ready and staffed
- g. Consultant to verify with CITY set-up of stage, back drop, signage, lighting, and sound is complete and install.
- h. Consultant to work with MC on guest artists highlights and program
- CITY shall be responsible for handling all sales of art, vendors, "silent auction", and "paint & wine" tickets at the Clarke Estate
- j. CITY to provide receipts to purchaser of art sold;
- k. CITY to provide receipts to artist and food vendors regarding booth purchases;
- I. CITY shall tag displayed items as sold;
- m. CITY shall provide report to Consultant of items sold and money collected by May 15th, 2018; Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name.
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on May 24th, 2018 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the May 30th, 2018 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).

SFS ARTfest Proposal Budget

10.28.17

TRUAL ENDENIG

MONEY IN	
City SFS Budget	\$0
Art Sales	\$2,500
Silent Auction Income	\$1,500
Paint & Wine tickets - 80 tickets @ \$40	\$3,200
Sponsorships	\$10,000
TOTAL INCOME	\$17,200

ART FESTIVAL EXPENSES	
CONSULTANT FEES \$49,000	
DESIGN Consultant Staff Recreate New Logo, Call to Artists postcards, Sponsorship brochure, Map Program, Website, Social Media, Ads, Billboard, and Artist & Vendor Forms	\$5,000
ADVERTISING & MARKETING Consultant Staff Social Media - Local Chambers, LA WEEKLY	\$4,000
PRINT COLLATERAL MATERIALS: Post Cards 5K, Flyers 5K, Posters 20, Artist Badges 200, Map Program 200 and Sponsorship Brochure 200	\$3,000
DEDICATED WEBSITES Consultant Staff Applications for artists, vendors and sponsorships - uptowncrawlers.com	\$3,000
FEATURE & GUEST RECRUIT Consultant Staff Provide a proposal of recommended Artists to be featured shall include a biography and pictures of the artist's work	\$2,000
ART HANDLING Consultant Staff Recuritment of student and artist. Shall be solely responsible for the handling of all artworks. Hanging of all art as well as the transportation of all art. CITY Staff to assist in hanging artwork inside the historic Clarke Estate home.	\$20,000
ENTERTAINMENT PERFORMERS Consultant Staff Artist relationships, posting on social media and assist on timeline of all activities for program and or approval of contracts.	\$1,000
PAINT & WINE Consultant Staff Shall provide a layout and proposal of the site with a list of recommended Artist instructors to be featured in the Art & Paint venue. Shall include a biography and pictures of the artist's work. Consultant will provide beverages, small bites, materials such as paint, brushes, canvases, easels, tickets, some decor and materials. <i>Consultant will</i> provide Honorariums and staffing.	\$3,000



ART FESTIVAL EXPENSES	
SILENT AUCTION Consultant Staff Shall provide staffing for setup, during open auction and closing of auction. Handled thoroughly from start to finish including the database and final close-out with auction winners. CONSULTANT will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. Materials included; auction sheets, Artwork cards, special Silent Auction art related items, event tickets, and some collateral materials included. CITY will be responsible to collect all sales at closing of Silent Auction. Consultant will provide all items for auctioning and experience silent auction staffing.	\$3,000
LOOKING GLASS GARDEN / TROMPE L'OEI Consultant Staff Shall provide "Open Call" for installation artists to submit their work (i.e. a vivid sketch, detailed descriptive statement, etc.). Selecting 5-6 artists to create the moving garden. Selected artists will be designated in areas throughout the festival grounds to create. Consultant will provide applications, materials, recruitments, and easels. <i>Consultant will provide</i> <i>Awards, jury and staffing.</i>	\$3,000
FILM ARTIST AND INSTALLATION Consultant Staff Shall provide "Open Call" for emerging filmmakers. Recruit filmmakers will include a biography and pictures of the artist's work. Three to four filmmakers will be selected. Film Artist will create Installation of their work. Set-up will include artist discussion during the festival. Consultant will provide materials, and staff. <i>Consultant will provide</i> <i>Honorariums and staffing</i> .	\$2,000
TOTAL EXPENSES	\$49,000

EXHIBIT E

CERTIFICATES OF INSURANCE

Insurance to be provided by City

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH CREPES & GRAPES CAFÉ, LLC. TURN KEY OPTION #2

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 9th day of November, 2017 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes, LLC. Sandra Hahn, a California Art Festival Consultant ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Consulting services for the 2018 Art Fest event, 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 requirements 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. <u>Scope of Services</u>. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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:

- 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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$142,000.00 (dollars).

2.2. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Records and Audits</u>. 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. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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. <u>Excusable Delays</u>. Except for rain 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. <u>Term</u>. This Agreement shall commence on the Effective Date and continue for a period of six months, ending on May 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

4.2. <u>Notice of Termination</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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: Crepe's & Grapes, LLC. Sandra Hahn 6560 Greenleaf Ave. Whittier Ca, 90601

Tel:(562) 696-3255

IF TO CITY: City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670

Tel: (562) 868-0511 Attn: Maricela Balderas, Director Department of Community Services

Courtesy copy to: City of Santa Fe Springs 9255 Pioneer Blvd Santa Fe Springs, CA 90670 Attn: Ed Ramirez Family & Human Services Manager

6.5. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.

Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, 6.8. 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.

Independent Contractor. Consultant is and shall be acting at all times as an 6.9. 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. <u>PERS Eligibility Indemnification</u>. 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. <u>Cooperation</u>. 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. <u>Ownership of Documents</u>. 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, information by this Agreement or use of incomplete documents for other projects not contemplated by this Agreement or 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. <u>Public Records Act Disclosure</u>. 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 sub

Consultants, 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 sub Consultants 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 sub Consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. <u>Responsibility for Errors</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Construction</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Corporate Authority</u>. 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: _____

[Sandra Hahn, Crepe's & Grapes, LLC.]

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:

	Date:	
Yolanda M. Summerhill, City Attorney		
APPROVED AS TO INSURANCE:		
Not sure if this needed?	Date:	
APPROVED AS TO CONTENT:		
Edmund Ramirez	Date:	
Project Manager		
DEPARTMENTAL APPROVAL:		
Maxicala Deldavas	Date:	
Maricela Balderas Director of Community Services		

EXHIBIT A

REQUEST FOR PROPOSALS

The scope of services includes conceptualizing, managing and executing the all-inclusive Art Fest event, bringing innovation, creativity, and an entrepreneurial approach to a partnership-style program for the Community of Santa Fe Springs and surrounding commuties.

Such services include:

Artist Recruitment

- "Calling All Artists"

 Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 250 Artists with no more than two pieces of art per artist, Medium of art should include but not limited to:
 - fine arts
 - · Chalk artists (to provide live artwork in the making
 - · Glass blowing artistry
 - · Face painting and balloon artists
 - Street Art
 - Educational workshops/crafts
 - Finger painters
 - Food art
 - Floral art
 - Sand Art
 - Caricature artist
 - Trompe-l'œi
 - Poetry
 - · Performing artist/Live Installations
- Recruit and coordinate selection of one featured and two guest artists. Consultant shall
 provide a proposal of recommended Artist to be featured and/or be guests. The proposal
 shall include a biography and pictures of the artist's work which will be presented to the
 Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the
 featured or guest artist.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Recruit and secure no more than thirty-five (35) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will
 receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.

Curation of art

- Receive, review and approve artist applications, oversee cataloguing and documentation
 of all artwork, work with Artists on providing proper packaging of art for transportation.
 Cataloging Protocols should include a database (Excel) file that possesses the following
 information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and
 Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

Marketing

- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number& locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2018 SFS Art Fest.

Art Fest Event Implementation:

Entertainment and Performances: Consultant shall secure all entertainment and all performing Artists. Consultant is to provide a timeline of all activities for program and or approval of contracts that Consultant will secure for payment.

Rentals

 Secure all equipment rentals to produce event. Items include canaopies, power sources, lighting, stage equipment, sound equipment, portable restrooms, golf carts, food vendor equipment per Los Angeles County Health Codes, and any other equipment necessary for event implementation.

Staffing

- Provide all staffing for pre, during and post event needs.

Security

 Provide required security or contract Santa Fe Springs Police Services for all security needs.

Permit and Licenses

 Provide and obtain all permit and licensing needs to include ABC permit, Los Angeles County Department of Public Health food vendor permits, City of Santa Fe Springs special event permit and/or any other required permits or licenses.

Artist and Artwork Curation

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.

- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City
 will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as
 sold; City staff will conduct all reporting of items sold and money collected; Report will
 include: Artist Info, Buyers Name and Contact Information including email, Sale Price,
 Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant
 will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event.
 Dates and times are to be negotiated with Consultant for the return of artwork. All
 uncollected artwork and silent auction items will be forfeited to the CITY and will be used
 as raffle items for future Art Fest events.

Post Art Fest and Evaluation

 Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop –up artist and vendors, and total sales from Art Fest (City staff will provide financial).

EXHIBIT B

CONSULTANT'S PROPOSAL

CONSULTANT RESPONSIBILITIES

The following responsibilities shall be managed by the Consultant and/or Consultants Staff. Consultant shall be available and provide professional services for the CITY's SFS ARTFEST 2018 as described below. All reports shall be delivered electronically (as PDF(s)) to the Director of the Community Services Department and/or their designee.

- A. Advertising, Designing, Marketing Materials: Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall redesign SFS ARTFEST Logo, design ad for the electronic CITY billboards, with CITY's approval and specifications. Consultant shall design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oei Live installation competition, and Film Installation Screening.
- B. Social Media Marketing: Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Uptowncrawlers.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.
- C. Featured and Guest Artists: Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2018. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend. Three Guest Artists would also receive a stipend. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist. Consultant to provide ground staff.
- D. Art Handling: Consultant shall be solely responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive is the sole responsibility of the Consultant. CITY will provide metal grids for hanging artworks, outdoor and indoor moveable walls, as well as ladders for installation of art during the SFS Art Fest event set-up. CITY will provide CITY Staff to assist in hanging artwork inside the historic Clarke Estate home. Consultant may use the CITY owned art displays, equipment, easels, etc. CONSULTANT to provide staff week of, during and post (8-10) and working with assign CITY staff for sales and payment of artwork.
- E. Sponsorships: Consultant will design new solicitation promo cards, promote sponsorships for the SFS Art Fest 2018. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by May 30th, 2018.

- F. Paint & Wine: Consultant shall provide a layout and proposal of the site with a list of recommended Artist instructors to be featured in the Art & Paint venue. The proposal shall include a biography and pictures of the artist's work. The Artist instructors would receive a stipend per session. All materials such as paint, brushes, canvases, tickets, and some collateral materials to produce a Paint & Wine component that will be provided by Consultant. The Consultant to provide layout to CITY and selected rental vendor. Consultant will provide (rentals) tents, tables, chairs and any collateral material. Consultant to provide staff during and post (4-5) and working with assign CITY staff for sales and payment of artwork and or tickets.
- G. Silent Auction: Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event that will be provided by Consultant. Consultant will provide easels, tables, and black table cloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
 - Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by May 3rd, 2018. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with two of Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (3-5) and working with assigned CITY staff for sales and payment of auction sales
- H. Entertainment and Performances: CONSULTANT shall provide a list of secured recommended entertainment and all performing Artists for approval. CONSULTANT is to provide a timeline of all activities for program and or approval of contracts that CONSULTANT will secure for payment.
- Rentals:Consultant shall provide and secure all equipment rentals, power needs, food vendor equipment as required. City to work with Consultant in scheduling access of the Clarke Estate for proper set-up and installation.
- J. Staffing: Consultant to provide all ground staffing (20-25) and volunteers for pre, during and post event needs.
- K. Security: Provide required security or contract Santa Fe Springs Police Services for all security needs.
- L. Permit and Licenses: Provide and obtain all permit and licensing needs to include ABC permit, Los Angeles County Department of Public Health food vendor permits, City of Santa Fe Springs special event permit and/or any other required permits or licenses.

EXHIBIT C

FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

- 1. Upon execution of the agreement, the Consultant shall be paid \$15,000
- In accordance with the completion of the informational artist recruitment orientation meeting in November (date and time to be determined by CITY and (Consultant) the Consultant shall be paid \$70,000
- Upon completion of the SFS ARTFEST event on May 4th, 2018, the Consultant shall be paid \$45,000;
- Upon completion of the Post SFS ARTFEST and evaluation report, the Consultant shall be paid \$12,000 on May 30th, 2018.

EXHIBIT D

PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November - December, 2017 (time to be determined by CITY)

- 2nd Tuesday of the month, January - March, 2018 (time to be determined by CITY)

- Meeting dates may be changed at the mutual consent of both Parties.

- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. Cataloging Protocols: Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e. "Call to Artist" postcards, flyers, posters, map program, sponsorship brochure and paint & wine tickets). In addition, Consultant shall redesign SFS ARTFEST Logo, design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 15, 2017 and continue promotion through April 15, 2017.
- b. Art Fest Promotional Flyers shall be disseminated no later than January 26, 2018 and should be made available until date of event.
- c. Consultant shall design and market "Silent Auction" materials, "Paint & Wine" programs, "Looking Glass Garden" Trompe l'oei Live installation competition, and Film Installation Screening and be approved by City by December 15, 2017.

- d. Distribution of "Calling All Artists" Promotional Card Consultant shall routinely distribute, upon receipt from the City, to all local art venues / studios including, local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than December 15, 2017 and remain available through April 15th, 2018. (CITY staff shall be responsible for distributing promotional cards within CITY facilities and CITY schools).
- e. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- f. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than November 30th, 2017.
- g. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 16th, 2018. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant)
- Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- i. Consultant shall recruit and secure between 200 and 250 exhibiting artists. Of those exhibiting artists: Between 110 and 125 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 140 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; 5 Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Paint Instructors for Paint & Wine sessions, each artist instructor exhibiting 4 pieces of artwork each; Two School art instructors and two local artists to instruct; 25 Gallery Artists with four selected curators to represent 5 to 6 artists, each artist will showcase between 5 and 10 pieces of artwork each; 40 Silent Auction items; and 20-30 Artist retail Vendors.
- j. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists
- k. Art vendors submittals shall include but is not limited to the following:
 - i. Fine arts
 - Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
 - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iv. Face painting and balloon artists
 - v. Street Art (muralist providing live art on canvas) to provide
 - vi. Budget for live artwork in the making (location to be determined)
 - vii. Educational workshops/crafts (professional / CITY staff driven)
 - viii. Food Art (to possibly include live artistry)
 - ix. Floral Art (hands on and on display)
 - x. Sand Art (sculptures or cultural creations)
 - xi. Caricature Artists
 - xii. Poetry (designate a poetry recital location)
 - xiii. Performing Artist (to be part of entertainment)
 - xiv. Art Installations (i.e. Sculpture Garden)
 - xv. Film Installations
 - xvi. Photography

- Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- m. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, paint and wine sales, public works, CITY staffing, CITY marketing, and CITY social media.
- n. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via uptowncrawlers.com. No submissions will be permitted after the deadline of April 15th, 2018.
- Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 20th, 2018.
- p. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 27 10:00a.m. 2:00p.m. (Art Deliveries)
 - Saturday, April 28 10:00a.m. 2:00p.m. (Art Deliveries / Tent Set-Ups)
 - Monday, April 30 8:00a.m. 3:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, May 1 8:00a.m. 9:00p.m. (Art Installations / Art Deliveries)
 - Wednesday, May 2 8:00a.m. 9:00p.m. (Art Installations)
 - Thursday, May 3 8:00a.m. 9:00p.m. (Art Installations / Preview Tour)
 - Friday, May 4th 8:00a.m. 12:00a.m. (DAY OF EVENT)
 - Saturday, May 5th 10:00a.m. 2:00p.m. (Closing)
- q. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- Consultant shall provide list of medium categories and display location layout to Contract CITY Administrator by April 25th, 2018 or TBD.
- s. Consultant to assist and research local community based entertainment and performances for possible booking for main stage, courtyard stage, Food court Stage and or strolling on grounds.
- t. Consultant to assist City with event entertainment contracts and timeline
- Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- v. CITY will provide all checks for booked entertainment prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate

- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 3nd, 2018;
- c. Consultant shall have all artwork hung and displayed by May 3rd, 2018.
- d. Consultant shall have Silent Auction, Paint & Wine, displayed and staffed
- Consultant shall have all Entertainment line-up and contracts secured and payments ready for performers at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits and installations performances and or displayed ready and staffed
- g. Consultant to verify with CITY set-up of stage, back drop, signage, lighting, and sound is complete and install.
- h. Consultant to work with MC on guest artists highlights and program
- CITY shall be responsible for handling all sales of art, vendors, "silent auction", and "paint & wine" tickets at the Clarke Estate
- CITY to provide receipts to purchaser of art sold;
- k. CITY to provide receipts to artist and food vendors regarding booth purchases;
- Consultant shall tag displayed items as sold;
- m. CITY shall provide report to Consultant of items sold and money collected by May 15th, 2018; Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name.
- n. Consultant will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. Verify set-up of stage, back drop, signage, lighting, and sound is complete.
- p. Work with MC and sound to maintain stage timeline (provide copy of timeline to sound technician).
- q. Assure entertainer assistance with CITY and CONSULTANT Staff.
- r. Aid Council and HAAC Advisory onto stage for the official welcome.
- The Consultant to provide staff for; Lighting (3-4), Sound (2-4), Guest Artist relationships (1-2), and Stage managers (3)
- t. Pay entertainers after performances.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on May 24th, 2018 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the May 30th, 2018 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).
SFS ARTfest Proposal Budget

10.30.17

MONEY IN	
City SFS Budget	\$0
Art Sales	\$3,000
Silent Auction Income	\$1,500
Paint & Wine tickets - 80 tickets @ \$40	\$3,200
40 Booths (food & Vendors) Sales @ 200	\$8,000
Beer & Wine Sales \$6 x 1400 servings	\$8,400
Sponsorships / City & Consultant Efforts	\$18,000
TOTAL INCOME WILL GO TO THE CITY	\$42,100

ART FESTIVAL EXPENSES	
CONSULTANT FEES	
DESIGN Consultant Staff Recreate New Logo, Call to Artists postcards, Sponsorship brochure, Map Program, Website, Social Media, Ads, Billboard, and Artist & Vendor Forms	\$5,000
ADVERTISING & MARKETING Consultant Staff Social Media - Local Chambers, LA WEEKLY - 60 FWY Billboard	\$15,000
PRINT COLLATERAL MATERIALS: Post Cards 5K, Flyers 5K, Posters 20, Artist Badges 200, Map Program 200 and Sponsorship Brochure 200	\$3,000
DEDICATED WEBSITES Consultant Staff Applications for artists, vendors and sponsorships - uptowncrawlers.com	\$3,000
Beer & Wine	\$4,000
Rentals; Booths · Canoples · String Lights · etc	\$20,000
Sound · Lights · Stages · Artwork Lighting	\$10,000
Staffing - prior • during event • after Security	\$25,000 \$4,000
Permits & Licenses	\$4,000
FEATURE & GUEST RECRUIT Consultant Staff Provide a proposal of recommended Artists to be featured shall include a biography and pictures of the artist's work	\$4,000
ART HANDLING Consultant Staff Recuritment of student and artist. Shall be solely responsible for the handling of all artworks. Hanging of all art as well as the transportation of all art. CITY Staff to assist in hanging artwork inside the historic Clarke Estate home.	\$20,000
ENTERTAINMENT PERFORMERS Consultant Staff Artist relationships, booking, posting on social media and assist on timeline of all activities for program and or approval of contracts. Consultant will pay all entertainment.	\$13,000



ART FESTIVAL EXPENSES	
PAINT & WINE Consultant Staff Shall provide a layout and proposal of the site with a list of recommended Artist instructors to be featured in the Art & Paint venue. Shall include a biography and pictures of the artist's work. Consultant will provide beverages, small bites, materials such as paint, brushes, canvases, easels, tickets, some decor and materials. <i>Consultant will</i> provide Honorariums and staffing and help to sell tickets.	\$4,000
SILENT AUCTION Consultant Staff Shall provide staffing for setup, during open auction and closing of auction. Handled thoroughly from start to finish including the database and final close-out with auction winners. CONSULTANT will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. Materials included; auction sheets, Artwork cards, special Silent Auction art related items, event tickets, and some collateral materials included. CITY will be responsible to collect all sales at closing of Silent Auction. Consultant will provide all items for auctioning and experience silent auction staffing.	\$3,000
LOOKING GLASS GARDEN / TROMPE L'OEI Consultant Staff Shall provide "Open Call" for installation artists to submit their work (i.e. a vivid sketch, detailed descriptive statement, etc.). Selecting 5-6 artists to create the moving garden. Selected artists will be designated in areas throughout the festival grounds to create. Consultant will provide applications, materials, recruitments, and easels. Consultant will provide Awards, jury and staffing.	\$3,000
FILM ARTIST AND INSTALLATION Consultant Staff Shall provide "Open Call" for emerging filmmakers. Recruit filmmakers will include a biography and pictures of the artist's work. Three to four filmmakers will be selected. Film Artist will create Installation of their work. Set-up will include artist discussion during the festival. Consultant will provide materials, and staff. <i>Consultant will provide</i> <i>Honorariums and staffing</i> .	\$2,000
TOTAL EXPENSES	\$142,00

EXHIBIT E

CERTIFICATES OF INSURANCE

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City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

Modification of Employee Titles and Requesting a Change to Title and Salary Schedule

RECOMMENDATION

That the City Council take the following actions:

- Approve the change in title and salary range for Assistant Civil Engineer position; and;
- Approve the request to modify the salary range for the Part-Time Non-Benefitted Bus Driver position.

BACKGROUND

Upon review of staffing needs, Public Works is requesting a change to the titles and salary schedule for Full-Time Assistant Civil Engineer and Part-Time Non-Benefitted Bus Driver and to help with the recruitment of those positions. The requested changes will result in a decrease of approximately \$1,800 to the General Fund for FY 2017/18.

Assistant Civil Engineer

The FY 2016/17 and 2017/18 Two-Year Adopted Budget includes a full-time Assistant Civil Engineer position in the Engineering Division. The position was deferred to be filled until after July 1, 2017. However, the adopted budget incorrectly lists the position as a Civil Engineer Assistant, an existing but different position. Therefore, this needs to be corrected to reflect the proper title of Assistant Civil Engineer with the proper corresponding salary range. A revised salary schedule and comparison is also attached for approval.

Bus Driver (Part-Time Non-Benefitted) Position

The City of Santa Fe Springs requires Part-time Bus Driver applicants to have at least one year driving experience with a minimum class B driver's license and passenger endorsement. We are currently starting successful applicants at \$12.71 per hour.

While there are two Part-time (*Non-Benefitted*) Bus Driver positions in the adopted budget, there has been little interest from job applicants. One of the positions is filled while the other has not generated enough qualified applicants. Only six applications have been submitted over approximately a 15-month period. Staff believes that raising the pay to a starting rate of \$15.00 will increase interest in the position and attract more experienced and qualified applicants. The requested salary schedule and comparison for the Part-Time Non-Benefitted Bus Driver is attached.

Part-time bus drivers are responsible for providing the majority of non-medical local transportation services. During the past year, the City took over this service from an underperforming contractor. Through this program, senior and disabled residents can enjoy transportation to any destination within the City boundaries. Examples of trip

Report Submitted By:

Noe Negrete, Director

Date of Report: November 15, 2017

destinations include, banks, beauty salons, Aldi's market, Wal-Mart, Target, and the Gus Velasco Neighborhood Center.

Staff performed a survey of local agencies and the starting pay rate for part-time bus drivers for comparison purposes. The results are listed below:

Local Agency	Starting Hourly Rates
City of Downey:	\$14.67
Norwalk La Mirada Unified School District:	\$18.79
Pupil Transportation Cooperative:	\$16.38
MV Transportation (Contractor for Whittier* and Norw	alk): \$10.50
* Will be requesting salary increase to \$15.00 per hour.	

Recently the transportation departments for the Cities of Whittier and Inglewood have experienced a high turnover rate and lack of qualified personnel as well. Both agencies have likewise requested that their respective City Councils raise the starting wage in order to attract and retain drivers.

FISCAL IMPACT

The increase in salary will result in less than a \$4,300 increase to the budget, since two drivers will receive an increase to their salary. Transportation Services activities, including Bus Drivers, are funded through restricted Local Return Funds so there is no impact to the General Fund. Therefore, no appropriation is necessary to increase the salary schedule for the Part-Time Non-Benefitted Bus Driver.

The modification to the Assistant Civil Engineer position will result in a savings for FY 2017/18 of approximately \$1,800 (Plus Benefits).

Jose Gomez

Acting City Manager

Attachment:

- 1. Proposed Salary Schedule for Part-Time, Non-Benefitted Bus Driver
- 2. Proposed Salary Schedule for Full-Time Assistant Civil Engineer

Noe Negrete, Director Public Works

Part Time Bus Driver

Totals without Physical Fitness

	Pi	roposed	E	xisting		
Class		Hourly		Hourly	Diff	erence
A	\$	15.000	\$	12.967	\$	2.03
В	\$	15.825	\$	13.680	\$	2.15
с	\$	16.695	\$	14.434	\$	2.26
D	\$	17.614	\$	15.227	\$	2.39
E	\$	18.582	\$	16.065	\$	2.52

Bus Drivers work approximately	20 hours / week
No. of Bus Drivers	2
Total Hours per week	40
Total Hours per year	2080
Difference in pay	\$ 2.03
Total increase FY 17/18	\$ 4,228.64

Assistant Civil Engineer

Totals without Physical Fitness Pay

	MONTHLY						HOURLY						
Class	Proposed Monthly		Exist. Monthly		Monthly Difference		Proposed Hourly		Exist. CEA Monthly		Hourly Difference		
A	\$ 5,200.000	\$	5,348.047	\$	(148.047)	\$	30.000	\$	30.854	\$	(0.854)		
в	\$ 5,486.000	\$	5,642.376	\$	(156.376)	\$	31.650	\$	32.552	\$	(0.902)		
с	\$ 5,787.000	\$	5,951.635	\$	(164.635)	\$	33.387	\$	34.336	\$	(0.950)		
D	\$ 6,106.000	\$	6,279.022	\$	(173.022)	\$	35.227	\$	36.225	\$	(0.998)		
E	\$ 6,442.000	\$	6,624.539	\$	(182.539)	\$	37.165	\$	38.218	\$	(1.053)		

Total Hours per week	40
Total Hours per year	2080
Difference in hourly pay (At Step A)	\$ (0.854)
Total Savings FY 17/18	\$ (1,776.32)

City of Santa Fe Springs

November 20, 2017

City Council Meeting

PRESENTATION

Interstate 5 Freeway – Florence Avenue Segment Status Update

RECOMMENDATION

The Mayor may wish to call upon the Director of Public Works to assist with this presentation.

BACKGROUND

Caltrans will be making a brief presentation on the status of the Interstate 5 Freeway Florence Avenue Segment status of construction. Caltrans anticipates switching traffic on the newly constructed south side of the Florence Avenue bridge on approximately November 27, 2017. At the same time, work will begin on Orr and Day Road, from Florence Avenue to Longworth Avenue, requiring its full street closure. Orr and Day Road is expected to be closed for approximately two months. Caltrans will also discuss its' public outreach efforts to our community regarding this work. A Community Meeting is tentatively scheduled for Tuesday, November 21, 2017 at 6:00 pm, in the Town Center Hall, Social Hall.

Jose Gomez Acting City Manager

Attachment: None

Report Submitted By:

Noe Negrete, Direct

Date of Report: November 14, 2017

ITEM NO. 18

City of Santa Fe Springs

City Council Meeting

November 20, 2017

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: None. Recent Actions: None.

Jose Gomez

Acting City Manager

Attachments: Committee Lists Prospective Members

Report Submitted by: Janet Martinez City Clerk Date of Report: November 15, 2017

ITEM NO. 19

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

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

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF			
Moore	Martha Villanueva	(18)			
	Margaret Bustos*	(18)			
	Vacant				
Zamora	Gaby Garcia	(18)			
	Tina Delgado	(19)			
	Gilbert Aguirre	(19)			
Rounds	Annette Rodriguez	(18)			
	Janie Aguirre	(19)			
	Peggy Radoumis	(19)			
Sarno	Debbie Belmontes	(18)			
	Linda Vallejo	(18)			
	Hilda Zamora	(19)			
Trujillo	Dolores H. Romero*	(18)			
	Laurie Rios	(18)			
	Bonnie Fox	(19)			
Organizational Representatives:	Nancy Stowe				
(Up to 5)	Evelyn Castro-Guillen				
	Etolyn Gaolo Gallon				

Elvia Torres

(SPIRITT Family Services)

5 Social Service Agency Representatives Appointed by the Committee

HERITAGE ARTS ADVISORY COMMITTEE

updated 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	

HISTORICAL COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Vacant	
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

PARKS & RECREATION ADVISORY COMMITTEE

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

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

1

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz Ron Biggs	6/30/2017 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

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
Moore	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	NGC 20
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos* Vacant	(19)

SISTER CITY COMMITTEE

updated 10/24/17

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

Qualifications: 18 Years of age, reside or active in the City Membership: 25

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

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

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)