



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**April 12, 2018
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

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 City Council.

a. Minutes of the March 8, 2018 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

4. CONSENT AGENDA

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

a. Minutes of the March 8, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

CITY COUNCIL

5. CONSENT AGENDA

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

a. Minutes of the March 8, 2018 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Water Feature Maintenance Services – Award of Contract

Recommendation: That the City Council:

- Accept the Proposals;
- Award a contract to Payless Pool Service Company, of Santa Fe Springs, California for Water Feature Maintenance Services; and
- Authorize the Mayor to execute a Professional Services Agreement with Payless Pool Service Company for Water Feature Maintenance Services.

- c. South Residential Street Improvements (Gridley Road – Dunning Street – Darcy Street – Harvest Avenue) – Award of Contract

Recommendation: That the City Council:

- Approve adding Harvest Avenue Street Improvements from Longworth Avenue to Darcy Street to the Capital Improvement Plan;
- Appropriate \$179,000 from Utility Users Tax Funds to Harvest Avenue (Account PW180011)
- Appropriate \$52,100 from the Utility Users Tax Funds to Dunning Street (Account PW180009);
- Accept the bids; and
- Award a contract to R.J. Noble Company of Orange, California, in the amount of \$624,604.00.

PUBLIC HEARING

6. Presentation of Uniform Construction Cost Accounting Commission Finding

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Receive the findings of the Uniform Construction Cost Accounting Commission.

NEW BUSINESS

7. Update on the Custodial Services Contract with Golden Touch Cleaning

Recommendation: That the City Council:

- This report is for informational purposes only.

8. Update on the Capital Improvement Plan (CIP)

Recommendation: That the City Council:

- This report is for informational purposes only and does not require any action by the City Council.

9. Santa Fe Springs Park Site – Authorization to Execute Southern California Edison License Agreement

Recommendation: That the City Council:

- Authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

10. Slurry Sealing Various Streets Phase II – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve adding the Slurry Sealing Various Streets Phase II to the Capital Improvement Plan;
- Transfer \$52,000 from Account PW180021 (Slurry Sealing Various City Streets FY 2017/18) to Account PW180025 (Slurry Sealing Various Streets Phase II Project);

- Appropriate \$19,000 from Utility Users Tax Funds to Account PW180025 (Slurry Sealing Various Streets Phase II Project);
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

11. North Residential Street Improvements – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

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

12. Resolution No. 9574 – Request for Parking Restriction during Certain Hours on Marquardt Avenue South of Imperial Highway

Recommendation: That the City Council:

- Adopt Resolution No. 9574 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. on the west side of Marquardt Avenue from Imperial Highway to a point 710 feet southerly.

13. Imperial Highway Underpass Storm Pump Retrofit – Authorization to Advertise

Recommendation: That the City Council:

- Authorize the Director of Public Works to Advertise the Request for Bids for the Imperial Highway Underpass Storm Pump Retrofit.

14. Reservoir No. 1 – Purchase of Anti-Nitrification Mixer System

Recommendation: That the City Council:

- Authorize the Director of Public Works to purchase one (1) Anti-Nitrification Pax Water Mixer from D&H Water Systems, Oceanside, California as a sole source provider of this system in the amount of \$35,600.00.

15. Approval of Lease Agreements Between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Child Care Center

Recommendation: That the City Council:

- Approve Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center for fiscal year 2018-2019;
- Approve Lease Agreement between the City of Santa Fe Springs and Options for Learning at Los Nietos Child Care Center for fiscal year 2018-2019.

16. Heritage Park Food Concession – Award of Contract

Recommendation: That the City Council:

- Award a Food Concession Contract to The Fresh Gourmet Inc. to provide Heritage Park Food Concession services.

City of Santa Fe Springs

Regular Meetings

April 12, 2018

17. Approval of Agreement between the City of Santa Fe Springs and Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct Voter Surveys for the Ballot Measure
Recommendation: That the City Council:
- Approve the agreement with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) to conduct voter surveys to determine community support for the sales tax measure; and
 - Appropriate \$24,850 from the General Fund reserves.
18. Approval of the Following Additional Position: Human Resources Analyst
Recommendation: That the City Council:
- Approve an additional position within the existing Human Resources Analyst classification.
19. **CLOSED SESSION**
CONFERENCES WITH LABOR NEGOTIATORS
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney
Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association
20. **CLOSED SESSION**
CONFERENCES WITH LABOR NEGOTIATORS
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator
Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association
- Please note:** Item Nos. 21 – 30, will commence at the 7:00 p.m. hour.
21. **INVOCATION**
22. **PLEDGE OF ALLEGIANCE**
23. **INTRODUCTIONS**
- Representatives from the Chamber of Commerce
24. **ANNOUNCEMENTS**
25. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**
26. **PRESENTATIONS**
- a. Proclaiming April 15 - 21, 2018 as "National Volunteer Week" in Santa Fe Springs.
 - b. Proclaiming the month of April 2018, as "DMV/Donate Life Month" in Santa Fe Springs.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

27. Committee Appointments

28. ORAL COMMUNICATIONS

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

29. COUNCIL COMMENTS

30. ADJOURNMENT

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



Janet Martinez, CMC
City Clerk

April 5, 2018
Date

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

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



City of Santa Fe Springs

City Council Meeting

April 12, 2018

APPROVAL OF MINUTES

Minutes of the March 8, 2018 Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- March 8, 2018

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a stylized "for" in cursive.

Raymond R. Cruz
City Manager

Attachment:

Minutes for March 8, 2018



APPROVED:

MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

March 08, 2018

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

Minutes of the February 8, 2018 of the Housing Successor Agency

Recommendation: That the Housing Successor approve the minutes as submitted.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, approved Item No. 3A by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

a. Minutes of the February 8, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency approve the minutes as submitted.

It was moved by Council Member Rounds, seconded by Council Member Moore, approved Item No. 4A by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

5. NEW BUSINESS

- a. Purchase and Sale Agreement for properties located on the southeast corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield; and authorization to extend Settlement Agreement between the Successor Agency, McGranahan Carlson and Company, and Breitburn Energy Company

Recommendation: That the Successor Agency:

- Approve the Purchase and Sale Agreement for two (2) properties located on the southeast corner of Bloomfield and Telegraph Road and on the north side of Telegraph Road to the east of Bloomfield more particularly described by Assessor's Parcel Numbers 8011-002-901, 8011-002-902, 8011-002-903, 8011-003-955, 8011-003-956, 8011-003-957, 8011-003-958, 8011-003-959, 8011-003-960, 8011-003-961, 8011-003-962, 8011-003-963, 8011-003-964, 8011-003-965, 8011-003-966, 8011-003-967, 8011-003-968, 8011-003-969, 8011-003-970, 8011-003-971, 8011-003-972, 8011-003-973, 8011-003-974, 8011-003-975, 8011-003-976, 8011-003-977, 8011-003-978, 8011-003-979, 8011-018-900, 8011-018-901, 8011-018-902, 8011-018-903, 8011-018-904, 8011-018-905, and 8011-018-906;
- Authorize extension of the Settlement Agreement between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn.

It was moved by Council Member Moore, seconded by Council Member Zamora, approved Item No. 5A by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the February 8, 2018 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to approve Item No. 6A, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

NEW BUSINESS

7. Request for Out-of-State Travel for the Director of Planning, Senior Planner and Associate Planner, to attend the 2018 International Council of Shopping Center (ICSC) –RECon in Las Vegas, and for the Director of Planning to attend the 2018 American Planning Association (APA) Annual Conference in New Orleans.

Recommendation: That the City Council:

- Approve out-of-state travel for the Director of Planning, Senior Planner and Associate Planner to attend the 2018 International Council of Shopping Center (ICSC) –RECon in Las Vegas held May 20, 2018 through May 23, 2018; and
- Approve out-of-state travel for the Director of Planning to attend the 2018 American Planning Association (APA) Annual Conference in New Orleans, held April 21, 2018 through April 24, 2018.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Trujillo, to approve out of state travel for the Director of Planning, Senior Planner and Associate Planner to attend the 2018 International Council of Shopping Center (ICSC) – RECon in Las Vegas held May 20, 2018 through May 23, 2018; and approve out of state travel for the Director of Planning to attend the 2018 American Planning Association (APA) Annual Conference in New Orleans, held April 21, 2018 through April 24, 2018, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

8. 2018 5k Fun Run/Walk Traffic Control Plans - Request for Approval

Recommendation: That the City Council:

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic around the 2018 5K Fun Run/Walk routes on Saturday April 21, 2018.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic around the 2018 5K Fun Run/Walk routes on Saturday April 21, 2018, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

9. Heraeus Precious Metals North America, Inc. Renewal of Underground Facilities License

Recommendation: That the City Council:

- Approve the renewal of the Underground Facilities License for Heraeus Precious Metals North America, Inc. to operate a pressurized sewer line along Alondra Boulevard between Shoemaker Avenue and Resin Place.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to approve the renewal of the Underground Facilities License for Heraeus Precious Metals North America, Inc. to operate a pressurized sewer line along Alondra Boulevard between Shoemaker Avenue and Resin Place, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

10. Custodial Services – Award of Contract

Recommendation: That the City Council:

- Accept the bids for Custodial Services; and
- Award a Contract to Golden Touch Cleaning, Inc., of Tustin, California (GTC) to provide Custodial Services; and
- Authorize the Mayor to execute a three (3) year Contract with GTC in the amount of \$34,717.00 per month beginning March 19, 2018 through March 18, 2021, and with the provision to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

It was moved by Council Member Moore, seconded by Council Member Zamora, to accept the bids for custodial services; and award a contract to Golden Touch Cleaning, Inc., of Tustin, California (GTC) to provide Custodial Services; and authorize the Mayor to execute a three (3) year Contract with GTC in the amount of \$34,717.00 per month beginning March 19, 2018 through March 18, 2021, and with the provision to renew the agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council and to provide a 30 day update report to the City Council at the next Council Meeting, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

11. Approval of Agreement for Actuarial Valuation Services

Recommendation: That the City Council:

- Approve a professional services agreement for actuarial valuation services with Bartel Associates, LLC.

It was moved by Council Member Zamora, seconded by Council Member Moore, to approve a professional services agreement for actuarial valuation services with Bartel Associates, LLC and waive the request for proposal requirements, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

12. FY 2017-18 Midyear Budget Review and Modifications

Recommendation: That the City Council:

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to approve the proposed revenue and expenditure adjustments as detailed in attachments A through C, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None
Absent: None

13. Authorization for the City Manager to Contract for Election Consulting Services related to the General Sales Tax Measure

Recommendation: That the City Council:

- Provide direction on election consulting services and authorize the City Manager to contract for election consulting services related to the general sales tax measure.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to authorize the City Manager to contract with TBWB for election consulting services related to the general sales tax measure, by the following vote:

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

Mayor Sarno recessed the meetings at 6:28 p.m.

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

14. INVOCATION

Invocation was led by Council Member Zamora.

15. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Youth Leadership Committee.

16. INTRODUCTIONS

- Chamber of Commerce Representatives: Patricia Kotze from Diversified Risk Management, Jennifer Bevington from Bicycle Hotel and Casino, John Getty from Trojan Battery Co. and Kathie Fink CEO of Chamber of Commerce.
- Little Lake City School District Representatives: Dora Sandoval, Janet Rock, Superintendent Dr. Crean and Mr. Frank.

17. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- 4th Annual Mayor's Prayer Breakfast, March 15th at 6:15a.m.
- Cooking with Chef Renee, March 31st at 1p.m.
- Santa Fe Springs Day of Service, April 14th at 8a.m.

- Santa Fe Springs FunRun/Walk, April 21st at 7a.m.

18. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager Raymond Cruz spoke about his first week experience working at the City of Santa Fe Springs. He noted that he has met with the executive team and plans to meet with the staff from all departments within the next few weeks.
- Director of Public Works, Noe Negrete provide a brief update on the Greenleaf Avenue Street rehabilitation.
- Director of Planning, Wayne Morrell spoke about recommendations given to business owners on advertising their businesses on Google Maps. He noted that there is also a link on the City's website to provide a step-by-step guide for business owners to go through the process of adding the business to Google Maps. He also Spoke about RECon and what the purpose is of attending this conference.
- Director of Police Services, Dino Torres spoke about the Pets for Troops program that is offered through SEAACA, providing pets to Military families.
- Fire Chief Brent Hayward spoke about the Firefighters that have recently returned from San Diego from attending the Firehouse World Conference. He noted that after 20 years, Fire World would be moving the location of the conference to Los Angeles Convention Center starting in 2019.
- Director of Finance, Travis Hickey provided an update on the new Finance System, noted it will be going live next week.
- Director of Community Services, Maricela Balderas provided an update on the Walking program, noting that many have joined; she also spoke about the proposals received for the Heritage Park concession center, noted the deadline was yesterday and a total of 6 proposals were received.
- Council Member Moore requested to have Dino Torres provide information related to the crime prevention seminar.
- Dino Torres provided information on the Crime Prevention Seminar scheduled for next Thursday.

19. PRESENTATIONS

- a. Presentation to Terry Hope for Retirement from Lakeview Elementary School
- b. Eagle Scout Project Recognition for Ivan Aguilar

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

20. Committee Appointments

No appointments were made.

21. ORAL COMMUNICATIONS

There were no public speakers.

22. COUNCIL COMMENTS

- Council Member Moore thanked Finance Director Travis Hickey for the work he has done. He also welcomed new City Manager Ray Cruz.
- Council Member Rounds welcomed new City Manager Ray Cruz.
- Council Member Zamora thanked staff and recognized Captain Davis and Dino Torres

whom attended the National Read Across America event.

- Mayor Pro Tem Trujillo noted the kids are wonderful in the community and admired all the resources that are offered for the community; welcomed Ray Cruz, new City Manager.
- Mayor Sarno thanked the audience for attending the meetings; thanked staff; and welcomed Ray Cruz, new City Manager.

ADJOURNMENT

23. Mayor Rounds adjourned the meeting at 7:49 p.m.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

April 12, 2018

CONSENT AGENDA

Water Feature Maintenance Services – Award of Contract

RECOMMENDATIONS

That the City Council take the following actions:

- Accept the Proposals;
- Award a contract to Payless Pool Service Company, of Santa Fe Springs, California for Water Feature Maintenance Services; and
- Authorize the Mayor to execute a Professional Services Agreement with Payless Pool Service Company for Water Feature Maintenance Services.

BACKGROUND

The City Council, at the February 22, 2018 meeting, authorized the Director of Public Works to solicit proposals from qualified firms to provide water feature maintenance services.

Staff mailed a Request for Bids to eleven (11) water feature maintenance service firms. Bid were opened on March 20, 2018 and only one firm, Payless Pool Service Company (Payless Pools), submitted a bid.

Payless Pool's proposed monthly fee to provide water feature maintenances services to the City's 22 water features is \$6,250 per month (\$75,000 per year). Payless Pools currently provides water feature maintenance services to the City for a monthly fee of \$6,000 per month (\$72,000 per year).

The proposed term of the water feature maintenance services contract with Payless Pools is three (3) years, with the option to extend the term by two (2) additional one (1) year terms based on performance and City Council approval.

Staff is recommending that the City Council award a contract to Payless Pools based on evaluating the Payless Pool's bid, and the firm's performance under the current contract.

LEGAL REVIEW

The City Attorney's office has reviewed the Agreement.

FISCAL IMPACT

The cost of water feature maintenance services is included in the approved Public Works budget.

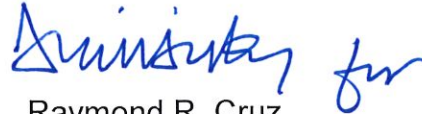
Report Submitted By: Noe Negrete, Director 
Department of Public Works

Date of Report: April 4, 2018

ITEM NO. 5B

INFRASTRUCTURE IMPACT

Maintenance of the of the City's water features is required for the safety and welfare of residents, as well as the preservation of these City assets.



Raymond R. Cruz
City Manager

Attachment:
Agreement

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12TH day of April, 2018, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Payless Pool Services, ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide water feature maintenance services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Schedule"). Consultant's total compensation shall not exceed six thousand, two hundred and fifty dollars (\$6,250) per month.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty six (36) months, ending on April 11, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council

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

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

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

5.0. INSURANCE

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

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

limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Ron G. Laskodi
11642 Telegraph Road
Santa Fe Springs, CA 90670

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

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

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

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CONSULTANT

_____ Date: _____

Ron Laskodi, Owner Social Security or Taxpayer ID Number _____

CITY OF SANTA FE SPRINGS

_____ Date: _____
Jay Sarno, Mayor

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Yolanda M. Summerhill, City Attorney

EXHIBIT A
SCOPE OF SERVICES

WATER FEATURE MAINTENANCE

SCOPE OF SERVICES

GENERAL PROVISIONS

A. Liability Insurance

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

1. Worker's Compensation Insurance

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

2. Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

3. Business Auto Liability Insurance

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of the Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of this Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

B. Term of the Agreement

The Contract shall commence on the Effective Date and continue for a period of thirty six (36) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council.

C. Method of Payment

Contractor will invoice the City on a monthly basis. The Contract Administrator will review and approve the monthly invoice for payment for services rendered consistent with the Agreement.

If after written notice to Contractor of any deficiencies in the work, or of failure to comply with the agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

SCOPE OF WORK

The Scope of Work consists of Standard Services of routine weekly cleaning and maintenance of the City's water features. In addition, there are Special Provisions that are specific to certain water features. All work necessary to perform the cleaning and maintenance services shall be performed in a manner acceptable to the City.

A. STANDARD SERVICES

Weekly Maintenance Services:

1. Inspection of overall system operations, including mechanical, electrical, water and chemical components.
2. Inspection and performance of water analysis, maintenance of proper water levels and water quality.
3. Cleaning of water features to include but not be limited to:
 - a. Cleaning of baskets, skimmers
 - b. Cleaning of pump intakes
 - c. Skimming of water surfaces
 - d. Brushing and scrubbing of walls and rocks
 - e. Vacuuming of water features

- f. Removal of all accumulated trash and debris
 - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
 - h. Backwashing of sand filters as needed
 - i. Cleaning and replacing of cartridge filters as needed
 - j. Checking the pH of the water
 - k. Adding chlorine to the chlorinator for algae and mosquito control
- 4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
 - 5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
 - 6. Documentation of recommended repairs in writing, as noted on maintenance reports.

B. SPECIAL SERVICES

- 1. Access to the fountains listed below require Confined Space Entry:
 - a. Veteran's Fountain
 - b. East Entry Fountain
 - c. West Entry Fountain
 - d. Villages Fountain
- 2. All confined space entries will comply with Cal-OSHA standards.
- 3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
- 4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
- 5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.
- 6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

C. WATER FEATURE NAMES AND LOCATIONS

<u>Water Feature</u>	<u>Location</u>
1. Veterans Fountain	11710 Telegraph Road
2. East Entry Fountain	Telegraph Road and Laurel Avenue
3. Neighborhood Center, Front	9255 Pioneer Boulevard
4. Heritage Park, Native Amer. Exhibit	12100 Mora Drive
5. Heritage Park, Formal Garden	12100 Mora Drive
6. Heritage Park, Reservoir	12100 Mora Drive
7. Heritage Park, Tank House	12100 Mora Drive
8. Heritage Park Abalone Fountain	12100 Mora Drive
9. Heritage Park, Conservatory	12100 Mora Drive
10. Sculpture Garden, Reflection Pond	10405 Norwalk Boulevard
11. Sculpture Garden, Geyser Fountain	10405 Norwalk Boulevard
12. Sculpture Garden, Founders Plaza	10405 Norwalk Boulevard
13. Food Court Fountain, North	12215 Telegraph Road
14. Food Court Fountain, South	12215 Telegraph Road
15. Heritage Drive, Step Fountain	Telegraph Road and Heritage Drive
16. Heritage Drive, Fountain-North	Heritage Drive and Slusher
17. Heritage Drive, Fountain-South	Heritage Drive and Slusher
18. Heritage Drive, Fountain	Heritage Drive and Mora Drive
19. Clarke Estate, Entry Fountain	10211 Pioneer Boulevard
20. Clarke Estate, Reflection Pool	10211 Pioneer Boulevard
21. West Entry Fountain	Telegraph Road and Cedardale
22. Villages Fountain	Southwest Corner Telegraph Road and Bloomfield

D. **WORK SCHEDULES.** All work must be accomplished within the hours approved by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

E. CONTRACTOR'S EMPLOYEES

The Contractor shall provide employees with uniforms meeting City approval that have the Contractor's company name and the employee's first name clearly displayed on the shirt or a Contractor's name badge. All uniforms worn by the Contractor's employees shall be of the same color, material and style. Tee shirts may be worn in certain situations with City approval. The Contractor shall submit to the City representative a list of all employees who are authorized to work within the limits of the City. The Contractor shall employ legally documented residents and shall make every reasonable effort to confirm legal resident status

prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

F. EMERGENCY RESPONSE

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

G. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

H. MODIFICATIONS TO THE SCOPE OF WORK

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.

EXHIBIT B
PROPOSAL

Submitted by: PAY/LESS POOL CO.

PROPOSAL
FOR
WATER FEATURE MAINTENANCE SERVICES

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Water Feature Maintenance Services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

R. Laskowski
Signature

RON B. LASKOWSKI
Name (please print or type)

OWNER
Title

PAY/LESS POOL SERVICES
Firm Name

11642 TELEGRAPH RD S.F.S.
Firm Address

562) 865-7576
Firm Business Phone No.

AMY/LASKOWSKI @ GMAIL
E-mail address

EXHIBIT C
FEE SCHEDULE

Submitted by: Payless Pool Co.

CITY OF SANTA FE SPRINGS

WATER FEATURE MAINTENANCE SERVICES

BID SCHEDULE

Water Feature	Monthly Fee
1. Veterans Fountain	\$ <u>450 -</u>
2. East Entry Fountain	\$ <u>450 -</u>
3. Gus Velasco Neighborhood Center Fountain	\$ <u>200 -</u>
4. Heritage Park-Native American Exhibit	\$ <u>850 -</u>
5. Heritage Park-Formal Garden	\$ <u>125 -</u>
6. Heritage Park-Reservoir	\$ <u>250 -</u>
7. Heritage Park-Tank House	\$ <u>125 -</u>
8. Heritage Park-Abalone Fountain	\$ <u>125 -</u>
9. Heritage Park-Conservatory	\$ <u>125 -</u>
10. Sculpture Garden-Reflection Pond	\$ <u>500 -</u>
11. Sculpture Garden-Geyser Fountain	\$ <u>175 -</u>
12. Sculpture Garden-Founders Plaza Fountain	\$ <u>125 -</u>
13. Food Court Fountain-North	\$ <u>175 -</u>
14. Food Court Fountain-South	\$ <u>175 -</u>
15. Heritage Drive-Step Fountain	\$ <u>150 -</u>
16. Heritage Drive-Fountain North	\$ <u>150 -</u>
17. Heritage Drive-Fountain South	\$ <u>150 -</u>
18. Heritage Drive Fountain	\$ <u>150 -</u>
19. Clarke Estate-Entry Fountain	\$ <u>200 -</u>
20. Clarke Estate Reflection Pool	\$ <u>650 -</u>
21. West Entry Fountain	\$ <u>500 -</u>
22. Villages Fountain	\$ <u>450 -</u>
Total Monthly Fees	\$ <u>6,250 -</u>

TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES X 12 MONTHS):

\$ 75,000 -

Submitted by: Pay/Less Pool

CITY OF SANTA FE SPRINGS

**EXTRA WORK AND EMERGENCY CALL-OUT
WATER FEATURE MAINTENANCE SERVICES**

HOURLY RATE SCHEDULE

Employee Name, Title or Position	Labor Hourly Rate*
1. <u>JOHN FRANCIS ROUTE MANAGER</u>	\$ <u>95-</u>
2. <u>RYAN LASKOBI TECHNICIAN</u>	\$ <u>95-</u>
3. _____	\$ _____
4. _____	\$ _____

****Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Water Feature Maintenance Services***



City of Santa Fe Springs

City Council Meeting

April 12, 2018

CONSENT AGENDA

South Residential Street Improvements (Gridley Road – Dunning Street – Darcy Street – Harvest Avenue) – Award of Contract

RECOMMENDATIONS

That the City Council take the following actions:

- Approve adding Harvest Avenue Street Improvements from Longworth Avenue to Darcy Street to the Capital Improvement Plan;
- Appropriate \$179,000 from Utility Users Tax Funds to Harvest Avenue (Account PW180011)
- Appropriate \$52,100 from the Utility Users Tax Funds to Dunning Street (Account PW180009);
- Accept the bids; and
- Award a contract to R.J. Noble Company of Orange, California, in the amount of \$624,604.00.

BACKGROUND

The City Council, at their meeting of February 8, 2018, authorized the City Engineer to advertise for construction bids. The South Residential Street Improvements project includes the following four (4) street segments:

1. On Gridley Road from Longworth Avenue to Darcy Street
2. On Dunning Street from Longworth Avenue to End of Cul-De-Sac
3. On Darcy Street from Orr & Day Road to End of Cul-De-Sac
4. On Harvest Avenue from Longworth Avenue to Darcy Street

The street improvements 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 March 20, 2018 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 R.J. Noble Company of Orange, California, in the amount of \$624,604.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
R.J Noble Company	\$624,604.00
Hardy and Harper Inc.	\$678,000.00
Vido Samarizch, Inc.	\$678,146.60

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

Date of Report: April 3, 2018
ITEM NO. 5C

Sully-Miller Contracting	\$691,457.50
Excel Paving Company	\$768,978.00
All American Asphalt	\$777,291.20
EBS Engineering	\$815,019.22
*Griffith Company	\$822,735.40

*Denotes the Griffith Company Official Bid Proposal was publicly read at \$797,617.40. The mathematical error was discovered during staff's bid summation analysis.

The bid submitted by R.J. Noble Company is approximately 16% below the Engineer's Estimate of \$750,000.00. The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J Noble Company, to be responsive and responsible.

LEGAL REVIEW

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

FISCAL IMPACT

The South Residential Street Improvements project's original scope of work consisted of street improvements on Gridley Road, Dunning Street, and Darcy Street with an approved CIP UUT budget of \$551,300. The CIP Subcommittee requested to add Harvest Avenue to the scope of work. The Harvest Avenue street improvements construction cost is estimated at \$179,000. The total estimated project costs are \$872,000 with the breakdown shown below.

Estimated Project Costs

Construction	\$ 625,000
Engineering	\$ 78,000
Inspection (12%)	\$ 75,000
Contingency (15%)	\$ 94,000
Total:	\$ 872,000

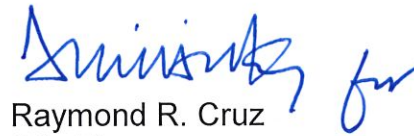
In order to fully fund the project two additional appropriations from the UTT Funds will be required:

\$179,000 to Harvest Avenue (PW 180011) and \$52,000 to Dunning Street (PW180009). The proposed funding sources are listed below.

Original UUT Funding	\$ 551,300
UUT Funds Additional Harvest Avenue	\$ 179,000
UUT Funds Additional Dunning Street	\$ 52,100
Metro Prop C Local Return Funds	\$ 89,600
Total:	\$ 872,000

INFRASTRUCTURE IMPACT

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



Raymond R. Cruz
City Manager

Attachment:
Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**SOUTH RESIDENTIAL STREETS IMPROVEMENTS
(Gridley Road - Dunning Street - Darcy Street - Harvest Avenue)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 12th day of April, 2018, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and The R. J. Noble Company, as CONTRACTOR in the amount of \$624,604.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR

By:

STEVE MENDOZA, SECRETARY

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

April 12, 2018

PUBLIC HEARING

Presentation of Uniform Construction Cost Accounting Commission Findings

RECOMMENDATIONS

That the City Council:

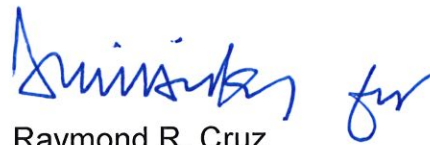
- Open the Public Hearing and receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Receive the findings of the Uniform Construction Cost Accounting Commission.

BACKGROUND

Attached are the findings of the Uniform Construction Cost Accounting Commission ("UCCAC") for the work performed by city employees as part of the Clarke Estate Restoration Project. Public Contracts Code Section 22044(b) provides that the City Council consider the UCCAC's findings within sixty (60) days of receipt. The Commission's letter is self-explanatory, however, UCCAC Commissioner Paavo Ogren, the City Attorney and the Public Works Director will be available to answer any questions. No further action is required other than city staff to provide confirmation to the UCCAC of this agenda item.


FISCAL IMPACT

None.


Raymond R. Cruz
City Manager

Attachments:

Uniform Construction Cost Accounting Commission Findings

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

Date of Report: April 5, 2018

ITEM NO. 6

STATE OF CALIFORNIA

California Uniform Construction Cost Accounting Commission

Will Clemens
Director
Central Services Department
County of San Luis Obispo
Counties
Chair-CUCCAC

Michael R. Hester
President
McGuire and Hester
Subcontractors
Vice Chair-CUCCAC

Nathaniel Holt
Chief Facilities Officer & Bond
Program Director
Compton Unified School District
School Districts
Secretary-CUCCAC

Linda Clifford
California State License Board
Appointed

Guiselle Carreon
Commercial Warrants &
Accounts Payable Manager
San Diego County Office of
Education
School Districts

George R. Hicks
Director of Public Works
City of Fairfield
Cities

Jeff Armstrong
Apprenticeship Director
Northern CA Laborers' Union
Labor

Eddie Bernacchi
President
NECA, Politico Group
Subcontractors

Robert R. Campbell
Auditor-Controller
County of Contra Costa
Counties

John Nunan
Chief Executive Officer
Unger Construction Company
General Contractors

Paavo Ogren
General Manager
Oceano Community
Special Districts

Steven L. Hartwig
Deputy Public Works Director
City of American Canyon
Cities

Ken A. Kayser
Construction Consultant
General Contractors

March 7, 2018

Jay Sarno, Mayor
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, California 90670

RE: CUCCAC Action – February 15, 2018

Dear Mayor and members of the City Council:

On or about February 1, 2018 the Construction Industry Force Account Council (CIFAC) filed a formal complaint against the City of Santa Fe Springs with the California Uniform Construction Cost Accounting Commission (Commission) related to the Clarke Estate Restoration Project (Project). The complaint alleged a violation of the Uniform Public Construction Cost Accounting Act (Act), which generally provides local agencies with greater flexibility in performing projects under \$175,000 and especially those projects under \$45,000.

According to the CIFAC complaint, the city exceeded the force account limits under the Act as provided in Public Contract Code (PCC) Section 22042(b). For those projects defined by PCC 22002, projects greater than \$45,000 generally cannot utilize force account labor (City employees). Exceeding the maximum project amount is permissible provided that the procedural and technical requirements of PCC 22038 are met.

A two-person working group of the Commission was assigned to review the complaint and relate their findings for the full Commission's consideration at the February 15, 2018 meeting in Sacramento, California.

The working group reviewed the information provided by CIFAC as well as from the City of Santa Fe Springs. The Commission found in favor of the complaint filed by CIFAC because Public Contract Code 22038 required the City to adopt a resolution by a 4/5ths vote including a declaration that the project "can be performed more economically by the employees of the public agency" prior to utilizing force account labor on the Project.

The Commission's review recognized that the City did advertise and receive bids on multiple occasions for the Project. The information reviewed by the Commission indicated that in October 2016 the City Council agenda included an item to consider another solicitation to bid portions of the Project. That agenda item was either pulled or not approved. Although the City Council again considered the Project in December 2017, and unanimously approved action to utilize force account labor, the December action procedurally should have been presented to the City Council with a resolution prior to

STATE OF CALIFORNIA

California Uniform Construction Cost Accounting Commission

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Cities

Ken A. Kayser
Construction Consultant
General Contractors

initiating the Project work performed by City employees, which occurred between the two agenda dates.

The Commission also discussed the Project costs that the City incurred in self-performing the work as compared to the bids that had been previously received. The Commission did not make any findings or determinations whether the Project would have been more economical by proceedings with contractor bids versus self-performance.

The City is required to address our findings in accordance with Public Contract Code 22044 (b). Please confirm compliance with these requirements by forwarding a copy of the minutes of any meetings at which this matter is considered.

Please send a copy of the minutes to:

California Uniform Construction Cost Accounting Commission
Office of the State Controller
Local Government Policy Section
P. O. Box 942850
Sacramento, CA. 94250
ATTENTION: Alexandria Green

Please understand that if the Commission finds that the City is in non-compliance with the Act on three (3) separate occasions within a 10-year period, based on the Commissions limited purview under PCC 22043, the City would not be eligible to utilize the alternative bidding procedures for a five-year period. The primary benefit that the alternative bidding procedures provide is more flexibility in implementing projects under \$175,000.

Although we found in favor of CIFAC, we want to express our appreciation for the City's responsiveness to our inquiries and review. The City Attorney and Public Works Director's attendance at our meeting was very helpful, and in turn, one of the Commissioners has indicated a willingness to attend the City Council meeting to discuss.

We wish the City the best in its restoration and use of the Clarke Estate and applaud the City's effort to preserving an important historical landmark. Should you have any questions, please do not hesitate to contact me at (805) 781-5051.

Sincerely,

Will Clemens

Will Clemens
Chair

c/o: State Controller's Office
Local Government Policy Section
P.O. Box 942850, Sacramento, CA 94250
Phone: 916-327-8905 * Fax: 916-327-3162



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Update on the Custodial Services Contract with Golden Touch Cleaning

RECOMMENDATIONS

This report is for informational purposes only.

BACKGROUND

At its meeting on March 8, 2018 Council awarded a contract to Golden Touch Cleaning (GTC) to perform custodial services for citywide facilities. Council requested that staff provide monthly updates for the first three months of the contract. This will be the first monthly update since starting the contract, as GTC started performing the work on March 19, 2018.

Staff will make a presentation to inform the City Council as to the current status of the Custodial Services being performed by GTC.

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

Raymond R. Cruz
City Manager

Attachment:
None

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



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Update on the Capital Improvement Plan (CIP)

RECOMMENDATIONS

This report is for informational purposes only and does not require any action by the City Council.

BACKGROUND

Staff will make a presentation to inform the City Council as to the current status of the Capital Improvement Plan (CIP). Staff will provide an update on both the Utility User's Tax / General Funded Projects and the Bond Funded Projects. In addition, staff will outline which projects are under design, in construction and any new projects that have been authorized to begin design by the CIP Subcommittee


Raymond R. Cruz
City Manager

Attachment:

Capital Improvement Plan Project Matrix

Capital Improvement Plan Project Update
34 Active Projects

No.	Design = 25 (UUT = 10 Bond = 7 Other = 8)	CIP Funding UUT/Bond/Other	Project Budget	Estimated Completion
1	Fire Station No. 4 - Water and Landscape Improvements	UUT	\$ 30,000	2018
2	North Residential Street Improvement - Terradell Street	UUT	\$ 132,200	2018
3	North Residential Street Improvement - Whiteland Street	UUT	\$ 256,600	2018
4	North Residential Street Improvement - Roma Street	UUT	\$ 40,000	2018
5	North Residential Street Improvement - Nova Street	UUT	\$ 34,000	2018
6	South Residential Street Improvement - Gridley Road	UUT	\$ 268,000	2018
7	South Residential - Dunning Street	UUT	\$ 177,800	2018
8	South Residential - Darcy Street	UUT	\$ 105,500	2018
9	South Residential - Harvest Avenue	UUT	\$ 179,000	2018
10	Bridge Preventative Maintenance Program (LA County)	UUT	\$ 11,000	2019
11	Pavement and Sidewalk Management System	Bond	\$ 55,000	2018
12	Town Center Plaza Improvements	Bond	\$ 377,000	2018
13	Town Center Phase 2 - Kiosks, Signage & Furniture	Bond	\$ 136,000	2018
14	Native American Pond Repairs	Bond	\$ 63,000	2018
15	Traffic Signal at Florence Ave / Ringwood Ave	Bond	\$ 245,000	2018
16	Greenstone Avenue Rehabilitation Project	Bond	\$ 3,055,800	2019
17	Sunshine Avenue Rehabilitation Project	Bond	\$ 455,600	2019
18	High Speed Rail	Other		---
19	605 / 91 Freeway "Hot Spots" Arterial Intersections (Valley View/Alondra)	Other		2019
20	605 / 91 Freeway "Hot Spots" Arterial Intersections (Valley View/Rosecrans)	Other		2019
21	605 / 91 Freeway "Hot Spots" Arterial Intersections (Carmenita/Telegraph) - (LA County)	Other		2019
22	I-5 & I-605 Freeway Interchange PA & ED	Other		2018
23	Rosecrans/Marquardt Grade Separation	Other		2018
24	Florence Ave Widening (Orr and Day Rd to Pioneer Blvd.)	Other	\$ 600,000	2018
25	Florence Avenue (Norwalk Blvd --> Bloomfield Av)	Other	\$ 389,501	2018
No.	Construction = 9 (UUT = 2 Bond = 3 Other = 4)	CIP Funding UUT/Bond/Other	Project Budget	Estimated Completion
1	Finance Computer System Replacement	UUT	\$ 1,500,000	2019
2	Town Center Hall A/V System Replacement Project	UUT	\$ 40,000	2018
3	Clarke Estate Window/Door Repair & Painting	Bond	\$ 90,000	2018
4	Fire Sta. No. 4 - Removal of UG Fuel Tank / RR Generator	Bond	\$ 101,000	2018
5	Greenleaf Avenue Rehabilitation Project	Bond	\$ 1,211,600	2018
6	I-5 Freeway Valley View Segment (CALTRANS)	Other		2019
7	I-5 Freeway Water Main - "Florence" Phase II (CALTRANS)	Other	\$ 1,515,000	2018
8	I-5 Freeway Water Main - "Valley View" (CALTRANS)	Other	\$ 200,000	2018
9	I-5 Freeway Florence Segment (CALTRANS)	Other		---
No.	Completed = 8 (UUT = 4 Bond = 2 Other = 2)	CIP Funding UUT/Bond/Other	Project Budget	Completed
1	Activity Center - Flooring	UUT	\$ 143,300	2018
2	Slurry Seal of Various City Streets (FY 17/18)	UUT	\$ 235,000	2018
3	City Hall Audio/Visual System Replacement Project	UUT	\$ 85,000	2018
4	GVNC Audio/Visual System Replacement Project	UUT	\$ 70,000	2018
5	Police Staging Facility - Locker Improvements	Bond	\$ 158,000	2017
6	Fire Station HQ - Replace HVAC	Bond	\$ 192,000	2018
7	605 / 91 Freeway "Hot Spots" Arterial Intersections (Norwalk/Washington) - (LA County)	Other		2018
8	Destruction of Water Well No. 1	Other	\$ 124,000	2017



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Santa Fe Springs Park Site – Authorization to Execute Southern California Edison License Agreement

RECOMMENDATIONS

That the City Council authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

BACKGROUND

A significant portion of Santa Fe Springs Park is located on SCE property. The park is adjacent to the San Gabriel River and a vast majority is underneath existing overhead power lines.

SCE permits the City to use this property as a park under a 5-year license agreement. The term of the license agreement is for five (5) years, effective May 1, 2018 to April 30, 2023. The annual license fee is:

<u>Year</u>	<u>Annual Fee</u>
2018	\$ 1,352.39
2019	\$ 1,392.96
2020	\$ 1,434.75
2021	\$ 1,477.79
2022	\$ 1,522.13

LEGAL REVIEW

The City Attorney's office has reviewed the Agreement.

FISCAL IMPACT

The cost of the 2018 annual license fee is included in the FY 2018-2019 Public Works Budget.

INFRASTRUCTURE IMPACT

Santa Fe Springs Park is one of several community facilities that play a critical role in the health and welfare of the residents.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a small "for" in cursive.

Raymond R. Cruz
City Manager

Attachment:

1. Renewal Agreement
2. Existing SCE Agreement dated 10/08/2013

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

Date of Report: April 2, 2018

ITEM NO. 9

CITY OF SANTA FE SPRINGS

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT) **(MODIFIED)**
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____)
Licensor/Licensee

- 37. INDUCED VOLTAGES
- 38. NOTICES
- 39. RECORDING
- 40. COMPLETE AGREEMENT
- 41. SIGNATURE AUTHORITY
- 42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF SANTA FE SPRINGS, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 8007-014-800, 8007-001-801, 8007-001-802 and 8007-001-803, situated in the City of Santa Fe Springs, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensors makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensors in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2018 and ending on the last day of April, 2023. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensors the sum of One Thousand Three Hundred Fifty Two and 39/100 Dollars (\$1,352.39) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensors must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensors. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2018	\$1,352.39	May
Second Year	2019	\$1,392.96	May
Third Year	2020	\$1,434.75	May
Fourth Year	2021	\$1,477.79	May
Fifth Year	2022	\$1,522.13	May

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensors may increase the late fee to twenty percent (20%) of the full amount due. Licensors shall further be entitled to any other costs associated with collection of the unpaid amounts.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensors, its officers, agents and employees,

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except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and public recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's

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existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensors prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

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8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	36 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): **(MODIFIED)** Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor. Excepting, that portion of the Property within the fenced area around each suspension tower.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

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13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

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20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of

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Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be

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considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

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FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes

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Licensors policy on EMF. Licensors also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensors, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensors own personal property, or injury to or death of persons, including employees of Licensors caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensors: Southern California Edison Company
Real Properties Department
Land Management - Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Business Telephone No. (562) 868-0511

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensors and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the

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parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

SARAH DOWNS
Land Services Agent
Land Management – Metro Region
Real Properties Department

Date

LICENSEE:

CITY OF SANTA FE SPRINGS

By _____
JAY SARNO, Mayor

Date

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APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

Initial (____)/(____)
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

Initial (____)/(____)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (____)/(____)
Licensor/Licensee

ADDENDUM

PARK USE

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (____)/(____)
Licensor/Licensee

ADDENDUM

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____)
Licensor/Licensee

LEGEND



PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY



PROPERTY BEING LICENSED TO THE CITY OF SANTA FE SPRINGS FOR PARK AND PUBLIC RECREATION PURPOSES ONLY



APPROXIMATE TOWER LOCATION



APPROXIMATE WOOD POLE LOCATION

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- A 25-FOOT RADIUS AROUND ALL OTHER POLES.

SCE DOC NO.

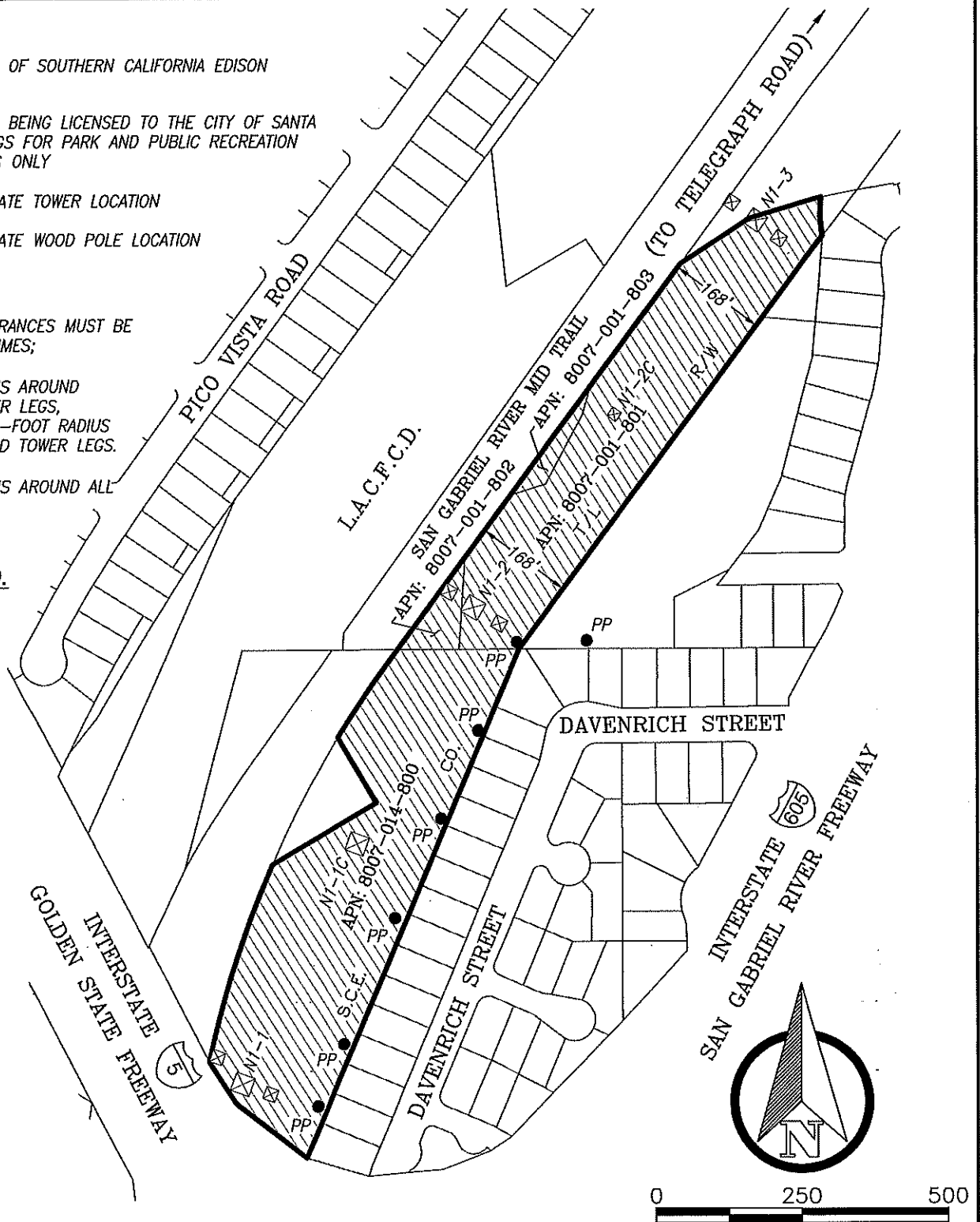
115607/001

120461/001

120461/002

120526/001


120526/002



0 250 500

SCALE IN FEET

EXHIBIT "A"

FACILITY NAME: CENTER-MESA				LICENSED AREA (GROSS)	SQ.FT.: 340,546	AC.: 7.82
LICENSEE: CITY OF SANTA FE SPRINGS				CONTRACT NO.: 9.5125	ACCOUNT NO.: L1374	
CITY: SANTA FE SPRINGS		COUNTY: LOS ANGELES		STATE: CA	T.G.: 706/F4	M.S.: 050-088
APN.(S): 8007-001-801; 8007-001-802; 8007-001-803; 8007-014-800				SCE DOCUMENT NO.: SEE SCE DOC. NO. ABOVE		
SCE SANDERS MAP: 535624		SCE LAND BOOK: N/A		REF: 2014-202715217		
R.P. LAND AGENT: S. DOWNS		LANDBASE MAPPING: WESTLAND GROUP, INC		CHECKED BY: N. MICHEL		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 03/27/2018	FILE NAME: 9.5125.DWG			
				 SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL® Company		

CITY OF SANTA FE SPRINGS

Contract No. 9.5125

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I N D E X

1. USE
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3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS
9. ACCESS AND CLEARANCES
10. PARKING
11. FLAMMABLES, WASTE AND NUISANCES
12. PESTICIDES AND HERBICIDES
13. HAZARDOUS WASTE
14. SIGNS
15. FENCING
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17. IRRIGATION EQUIPMENT
18. UNDERGROUND TANKS
19. UNDERGROUND FACILITIES
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21. TAXES, ASSESSMENTS AND LIENS
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24. COMPLIANCE WITH LAW
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26. INDEMNIFICATION
27. TERMINATION
28. EVENTS OF DEFAULT
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30. NON-POSSESSORY INTEREST
31. WAIVER
32. AUTHORITY
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34. ELECTRIC AND MAGNETIC FIELDS
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36. RECORDING
37. COMPLETE AGREEMENT

ADDENDUM

PARK USE

ORIGINAL

LICENSE AGREEMENT

THIS AGREEMENT, made as of the 8 day of OCTOBER, 20 13, between SOUTHERN CALIFORNIA EDISON COMPANY (SCE), a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF SANTA FE SPRINGS, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property described below and depicted on Exhibit "A" attached hereto and made a part hereof the ("Property") solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth.

The subject Property is located in the City of Santa Fe Springs, County of Los Angeles, State of California further described as follows:

The land described and designated as Parcel 1, Parcel 2 and Parcel 3 in certain deed to Southern California Edison Compnay, dated June 8, 1951, and filed on September 30, 1951, as Document No. 26241-T in the office of the Registrar of Land Titles of said County, now records of the Recorder's office of said County; the land described in that certain deed to Southern California Edison Company, dated March 2, 1951, and recorded March 5, 1951, in Book 35719, page 343, of Parcel 2 and Parcel 3 in that ceratin deed to Southern California Edison Company, dated May 8, 1951, and recorded September 13, 1951, in Book 37193, page 194, of Official Records in said Office of the County Recorder.

EXCEPTING THEREFROM that porion therof lying Northeasterly of a line that extends Nothwesterly and is measured at right angles to the Southeasterly line of said Parcel 3 of that certain deed filed September 30, 1951, as Document No. 26241-T and its Southwesterly prolongation from a point in said prolonged line that is the Southerly corner of that certain parcel of land conveyed to Southern California Edison Company by deed dated February 3, 1954, and recorded February 11, 1954, in Book 43815, page 197 of Official Records in said office of the County Recorder, said point also being an angle point in the Westerly line of Lot 40 of Tract No. 18666, as per map recorded in Book 475, page 1 of Maps in said office of the County Recorder.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record including but not limited to, the following:

A. A reservation for roads, railroads, ditches and water courses, as reserved by Santa Gertrudes Land Association, in deed recorded in Book 65, page 179 of Deeds, in the Office of said County Recorder of said County.

B. That certain pipeline and appurtenance as conveyed to Edison Securities Company in Bill of Sales dated January 16, 1954, and recorded in Book 43704, page 420, of Official Records, in the Office of said County Recorder of said County.

C. An easement for road, railroads, ditches and water courses, as reserved in Deed from Santa Gertrudes Land Association, recorded in Book 17, page 142 of Deeds, in the Office of the County Recorder of said County.

D. An easement for pipelines, as recited in the deeds recorded in Bood 18055, page 375, in Book 18155, page 84, In Book 18176, page 32 and in Book 20095, page 181, all of Official Records, in the Office of the County Recorder fo said County.

E. An easement, for highway purposes, in favor of the State of California recorded on January 30, 1965, as Instument No. 1156 of Official Records, in said Office of the County Recorder of said County.

1. Use: Licensee will use the Property for parks and/or public recreation purposes only. Licensors makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to make such use of the Property as determined by the Licensors in its sole discretion, will be grounds for immediate termination of this Agreement in accordance with Article 28.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2013 and ending on the last day of April, 2018. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensors the sum of One Thousand Three Hundred Thirteen and 00/100 Dollars (\$1,313.00) upon the execution and delivery of this Agreement for the first year;

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2013	\$1,313.00	May
Second Year	2014	\$1,313.00	May
Third Year	2015	\$1,313.00	May
Fourth Year	2016	\$1,313.00	May
Fifth Year	2017	\$1,313.00	May

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800, Rosemead, California, 91770, Attention: Corporate Accounting Department - Accounts Receivable.

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the amount due.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00. Licensee shall require its insurer to waive all rights of subrogation against Licensors, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensors.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with a combined single limit of \$2,000,000.00 such insurance shall: (i) name Licensors, its officers, agents and employees as additional insureds, but only for

Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain standard cross-liability provisions.

- (c) Commercial Automobile Insurance with a combined single limit of \$1,000,000.00. Such insurance shall: (i) cover the use of owned, non-owned and hired vehicles on the Property and (ii) name Licensor, its officers, agents and employees as additional insureds.

Licensee shall provide Licensor with proof of such insurance, issued by an insurance company with an A.M. Best's insurance rating of A-VII or better, by submission of certificates of insurance, pursuant to Section 35 "Notices," no later than ten (10) days following the effective date of this Agreement. Such insurance shall not be canceled nor allowed to expire nor be materially reduced without thirty (30) days prior written notice to Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at any time, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including grading plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 27.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof.

8. Height Limitations: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain a minimum clearance of twenty-seven (27) feet from all overhead electrical conductors.

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less

than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs and 100-foot radius around dead-end tower legs.
- b. A 10-foot-radius around all steel and wood poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Flammables, Waste and Nuisances: Licensee will not, nor allow others to, place or store any flammable or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

12. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

13. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

14. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising.

15. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of sixteen (16) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing.

16. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds and trash. Licensee will maintain parkways and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

17. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

18. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

19. Underground Facilities: Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

20. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

21. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

22. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

23. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

24. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

25. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

26. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

27. Termination: This Agreement may be canceled and terminated by either Licensor or Licensee, at any time, for any reason, upon thirty (30) days notice in writing. Licensee will peaceably quit, surrender and, prior to termination date, restore the Property to a condition satisfactory to the Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass.

28. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 23.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licenser to Licensee.
- (f) Any attempt to exclude Licenser from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

29. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licenser will have the right to remove Licensee's personal property from the Property, including but not limited to, buildings, structures and fixtures. In addition, Licenser may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licenser for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

30. Non-Possessory Interest: Licenser retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

31. Waiver: No waiver by Licenser of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licenser's consent to or approval of any subsequent act by Licensee.

32. Authority: This Agreement is pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of

California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof.

33. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

34. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter SCE's property that is in close proximity to SCE's electric facilities, SCE wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, SCE has attached to this document a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. SCE also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

35. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Business Telephone No. (310) 868-0511

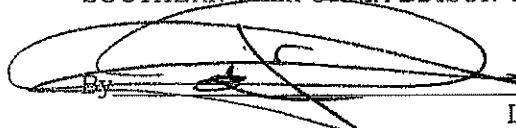
Licensee will immediately notify Licensor of any address change.

36. Recording: Licensee will not record this Agreement.

37. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any addenda and exhibits attached hereto constitute the entire Agreement between the parties.

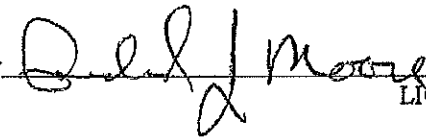
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By  _____
LICENSOR

JORGE A. ROSA, JR.
Right of Way Agent
Land Management-Metro Region
Real Properties Department

CITY OF SANTA FE SPRINGS

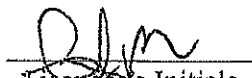
By  _____
LICENSEE

Print Name: Richard J. Moore, MAYOR

ADDENDUM

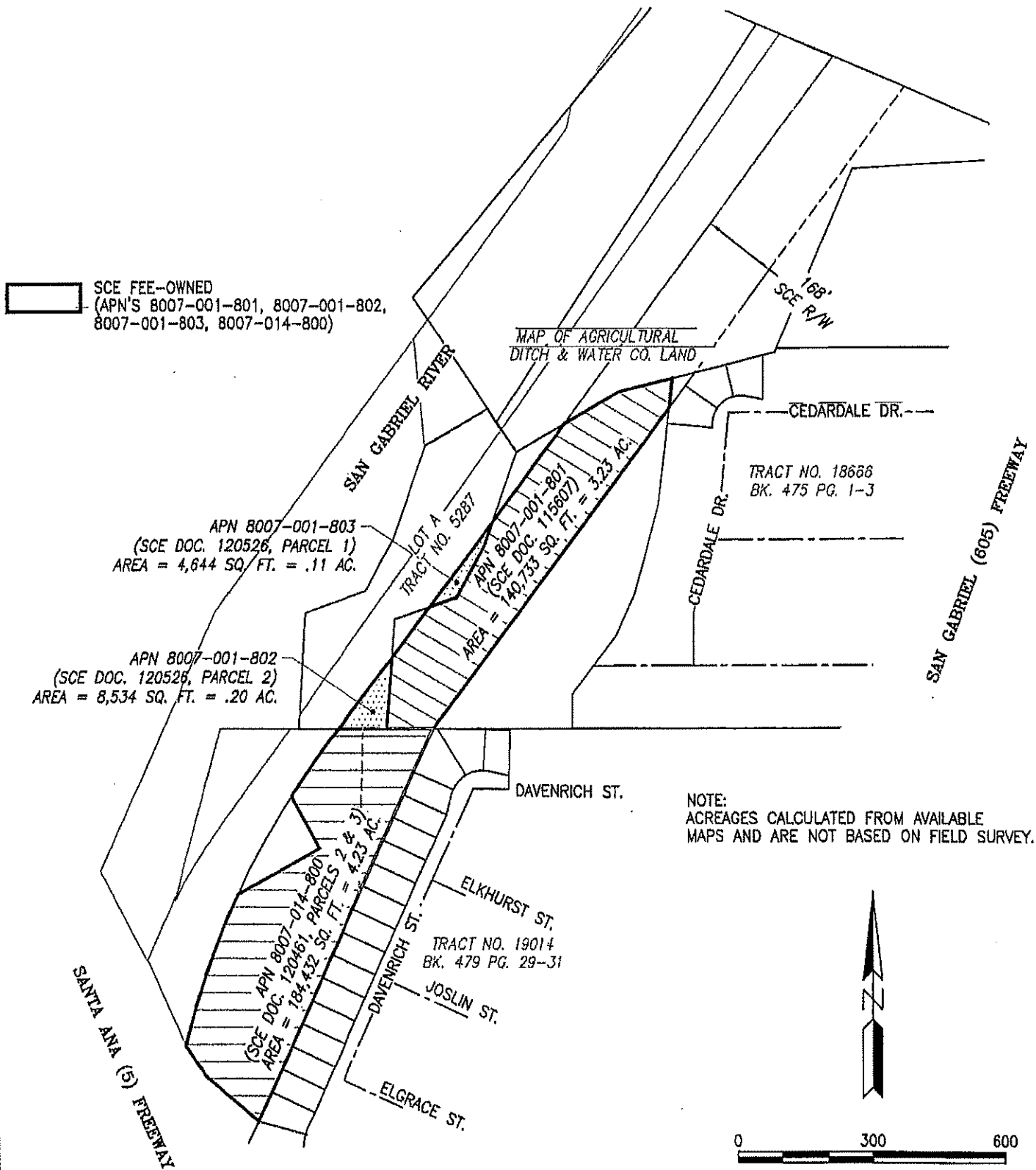
PARK USE


- A. Licensee must obtain the prior written approval from Licensor for the installation of any facilities, including any subsequent modifications. Licensee will maintain all facilities in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the relocation of any portion of the facilities. Licensee will relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to relocate from Licensor.
- C. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes or Metallic Balloons Permitted, High Voltage Wires Overhead."
- D. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- E. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- F. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- G. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by SCE. Licensee shall pay SCE in advance, for all SCE direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- H. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.



Licensee's Initials

IN THE CITY OF SANTA FE SPRINGS,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



TOTAL AREA (GROSS)		SQ.FT. 338,343	AC. 7.77			
FACILITY NAME: CENTER-MESA 220KV T/L R/W				P.I.D. NO. -	NOT. 202715217	W.O. 801167420
LICENSEE : CITY OF SANTA FE SPRINGS					CITY: SANTA FE SPRINGS	T.G.: 706-F4
PROPERTY NO.: PLCME706F41		R.P. AGENT: C. NUANEZ			COUNTY: LOS ANGELES	STATE: CA
DRAWN: NMEDINA		CHECKED: MM/BM	ACCOUNT : L1374		CONTRACT : 9.5125	
SANDERS MAP NO.: 535624		SCE F.B./REF.: ASSESSOR'S MAP				
M.S.: 50-88		DATE: 05-07-14		File Name: 2014-202715217		
<div><div>SOUTHERN CALIFORNIA EDISON[®]</div><div>An EDISON INTERNATIONAL Company</div></div>						



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Slurry Sealing Various Streets Phase II - Authorization to Advertise for Construction Bids

RECOMMENDATIONS

That the City Council take the following actions:

- Approve adding the Slurry Sealing Various Streets Phase II to the Capital Improvement Plan;
- Transfer \$52,000 from Account PW180021 (Slurry Sealing Various City Streets FY 2017/18) to Account PW180025 (Slurry Sealing Various Streets Phase II Project);
- Appropriate \$19,000 from Utility Users Tax Funds to Account PW180025 (Slurry Sealing Various Streets Phase II Project);
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

Slurry sealing involves the creation of a mixture of asphalt emulsion and fine crushed aggregate that is spread on the surface of a road. This project will extend the life of existing pavement by protecting the undersurface from wear through traffic and weather. Staff is recommending to slurry seal three (3) residential streets fronting schools during the summer as a measure to avoid conflict with student drop-off/pick-ups. The streets proposed for slurry seal are the following:

1. Clarkman Street from Pioneer Boulevard to Jersey Avenue
2. Jersey Avenue from Clarkman Street to Telegraph Road
3. Joslin Street from Fallon Avenue to Orr & Day Road

The total estimated cost of the Slurry Sealing Various Streets Phase II is approximately \$71,000.00 and includes construction, engineering, inspection and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area. The total project cost breakdown is itemized below:

ITEM	BUDGET
Construction:	\$ 50,500
Engineering:	\$ 6,500
Inspection:	\$ 6,500
Contingency:	\$ 7,500
Total Project Cost:	\$ 71,000

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

Date of Report: April 5, 2018
ITEM NO. 10

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

FISCAL IMPACT

Staff recommends partially funding the Slurry Seal Various Streets Phase II project with the savings realized (\$52,000) from the recently completed Slurry Seal Various City Streets (FY 2017/18) project. The remaining project funding would be from an appropriation in the amount of \$19,000 from the Utility Users Tax.

INFRASTRUCTURE IMPACT

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


Raymond R. Cruz
City Manager

Attachments:

1. Matrix
2. Site Plan

SLURRY SEALING VARIOUS STREETS PHASE II MATRIX

(Clarkman Street - Jersey Avenue - Joslin Street)

NO.	STREET	START	END	SLURRY TYPE	LENGTH (ft)	AREA (ft ²)	Striping Plan
1	Clarkman Street	Jersey Avenue	Pioneer Boulevard	II	1,182	37,835	T-172
2	Jersey Avenue	Clarkman Street	Parkmead Street	II	692	22,843	T-172
	Jersey Avenue	Davenrich Street	Telegraph Road	II	331	11,589	T-221-1
	Jersey Avenue	Parkmead Street	Davenrich Street	I	972	32,075	T-172
	Jersey Avenue	Parkmead Street	Davenrich Street	II	972	32,075	T-172
3	Joslin Street	Orr & Day Road	Flallon Avenue	II	1,478	48,786	T-221-1

Total 185,203

SLURRY SEALING VARIOUS STREETS PHASE II SITE PLAN CLARKMAN STREET, JERSEY AVENUE, & JOSLIN STREET



SITE PLAN

PROPOSED SLURRY SEAL STREETS



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

North Residential Street Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

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

BACKGROUND

The North Residential Street Improvements project is comprised of the following four (4) street segments:


- Terradell Street from Pioneer Boulevard to Bradwell Avenue
- Whiteland Street from Orr and Day Road to End of Cul-De-Sac
- Nova Street from Bradwell Avenue to End of Cul-De-Sac
- Roma Street from Bradwell Avenue to End of Cul-De-Sac

The project will consist of the removal of existing asphalt concrete/macadam 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, and the removal and replacement of curb ramps, cross-gutters, curb and gutter, sidewalks and driveways.

The estimated construction cost of the North Residential Street Improvements project is \$460,000. The total project cost including construction, engineering and inspection, and contingency is \$625,000. The estimate is derived from the most current cost of similar street improvement projects. The total project cost breakdown is itemized below:

<u>ITEM</u>		<u>BUDGET</u>
Construction:	\$	460,000
Engineering:	\$	65,000
Inspection:	\$	45,000
Contingency:	\$	55,000
Total Project Cost:	\$	625,000

The project Plans and Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project Plans and Specifications will be on file with the City Clerk.

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

Date of Report: April 4, 2018
ITEM NO. 11

FISCAL IMPACT


The North Residential Street Improvements project is included in the Approved Capital Improvement Plan (CIP) with an original budget of \$462,800 which is less than the total estimated project cost of \$625,000. The increase in cost is due to an increase in the pavement structural section based on a Geotechnical report/site investigation. The Geotechnical report recommends a full depth asphalt removal (Nova Street and Roma Street) and full depth reconstruction of Terradell and Whiteland Street segments. Staff will recommend an appropriation of funds at the time of Award of Contract, if necessary. Funding is available through the UUT/CIP Fund.

The Cost Breakdown by Street is as follows:

• Terradell Street	\$	132,000
• Whiteland Street	\$	257,000
• Nova Street	\$	33,000
• Roma Street	\$	38,000
Construction Subtotal:	\$	460,000
Engineering:	\$	65,000
Inspection:	\$	45,000
Contingency:	\$	55,000
	\$	165,000
Total Project Cost:	\$	\$625,000

INFRASTRUCTURE IMPACT

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



Raymond R. Cruz
City Manager

Attachment:
None



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Resolution No. 9574 – Request for Parking Restrictions during Certain Hours on Marquardt Avenue South of Imperial Highway

RECOMMENDATION

That the City Council adopt Resolution No. 9574 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. on the west side of Marquardt Avenue from Imperial Highway to a point 710 feet southerly.

BACKGROUND

The Traffic Commission at their meeting of March 15, 2018 reviewed the attached report for implementing overnight parking restrictions during the hours of 10:00 p.m. and 5:00 a.m. on the west side of Marquardt Avenue south of Imperial Highway. The Commission voted 4 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction.

Staff recommends implementation of the requested parking restriction that has been coordinated with the Police Services Center.

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

Raymond R. Cruz
City Manager

Attachments:

Resolution No. 9574
Traffic Commission Report

RESOLUTION NO. 9574

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS DURING
CERTAIN HOURS**

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 10:00 PM to 5:00 AM:

West side of Marquardt Avenue from Imperial Highway to a point 710 feet to the South

APPROVED and ADOPTED this 12th day of April 2018.

Jay Sarno, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

March 15, 2018

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Marquardt Avenue South of Imperial Highway

RECOMMENDATION

That the Commission recommend to the City Council that a parking restriction between the hours of 10:00 p.m. and 6:00 a.m. be implemented on the west side of Imperial Highway along the frontage of 12717 Marquardt Avenue.

BACKGROUND

It has been observed that several recreational vehicles are using the west side of Marquardt Avenue south of Imperial Highway for long-term parking of the recreational vehicles. The typical problems associated with the long-term of recreational vehicles include the damage to private property landscaping, dumping of waste products on private property, street frontage not getting swept, etc.

Marquardt Avenue is a secondary arterial highway with a curb-to-curb width of 64 feet and runs in a north/south direction between Imperial Highway and Foster Road. The street is striped with a two-way-left-turn lane and in this area parking is prohibited on the east side of the street (within City of La Mirada). On the west side of Marquardt, overnight parking is prohibited between 10:00 PM and 6:00 AM from a point 710 feet to a point 1,000 feet south of Imperial. The section from 710 feet south of Imperial to Imperial Highway, along 12717 Marquardt Avenue does not have any restriction and this is the area where the recreational vehicles are parking. The speed limit on Marquardt Avenue is a posted 40 miles-per-hour. Note the 85th percentile speed is 42 miles-per-hour. The ADT for this section of Marquardt Avenue is 5,400 vehicles per day. Marquardt Avenue traffic is controlled by a traffic signal at Imperial Highway and 4-way STOP at Foster Road. The abutting development along Marquardt Avenue is light industrial-type development.

After a review of the current situation along Marquardt Avenue, staff proposes that the Traffic Commission recommend to the City Council that the existing parking restriction that prohibits parking between the hours of 10:00 PM and 6:00 AM on the west side of Marquardt Avenue be extended northerly from a point 710 feet south of Imperial Highway to Imperial Highway, which corresponds to the frontage of 12717 Marquardt Avenue.

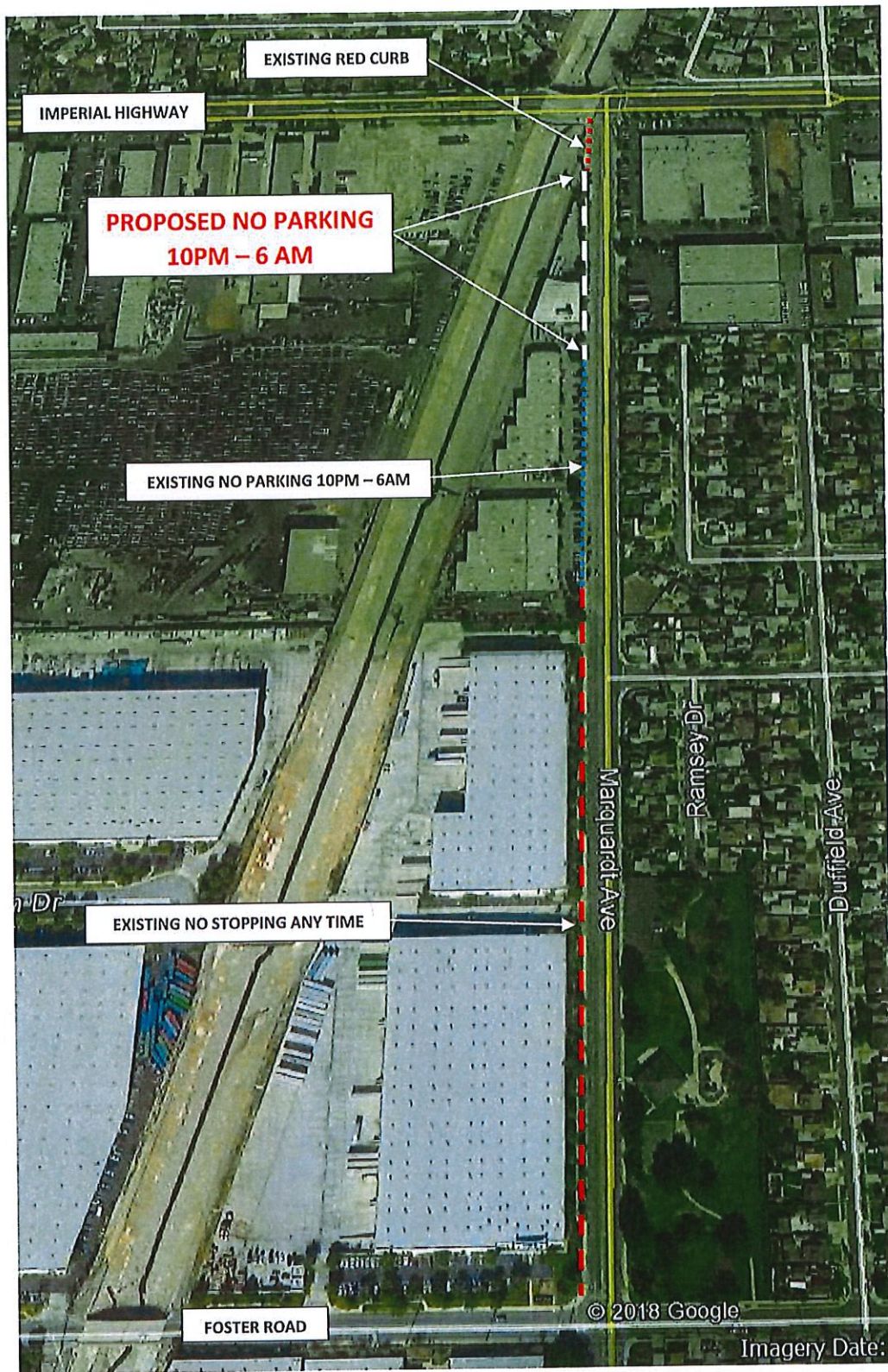
A handwritten signature in blue ink, appearing to read "Noe Negrete".

Noe Negrete
Director of Public Works

Attachment:
Location Map

Report Submitted By: Noe Negrete, Director
Public Works

Date of Report: March 8, 2018



PARKING RESTRICTIONS ON W/SIDE OF MARQUARDT S/O IMPERIAL HWY



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Imperial Highway Underpass Storm Pump Retrofit – Authorization to Advertise

RECOMMENDATION

That the City Council authorize the Director of Public Works to Advertise the Request for Bids for the Imperial Highway Underpass Storm Pump Retrofit.

BACKGROUND

The Imperial Highway underpass just north of the Norwalk/Santa Fe Springs Transportation Center requires both of its storm pumps to be removed and replaced. The existing storm pumps were installed in 1968 and have far exceeded their service life. Although one of the pumps is working the other is non-operational. Notwithstanding the one functioning pump, the pump has become obsolete because of its age and the fact that there are no vendors that carry replacement parts in the case of an unforeseen failure.

Previously staff went through an exhaustive procurement effort in order to identify the specialized pumps needed to work even when fully submersed in water. Staff has identified the Yeomans Submersible Vertical Mounted Pump, a pump that most closely resembles the existing PACO pumps which is recommended in order to match existing pump station requirements and original pump configurations. In fact the vendor, Charles P. Crowley Company bought out PACO Pumps and is now manufacturing similar pumps.

Staff has purchased the two pumps that now need to be installed by a contractor. The storm pump retrofit is very specialized work due to the Imperial Underpass Storm Pumps are held in a confined space 35 feet below the surface. Within the confined space, the required work will consist of demolition, electrical, mechanical plumbing, "hot work" may be required, along with start up procedures.

FISCAL IMPACT

The project is fully funded through the non-reoccurring 9000 account.

INFRASTRUCTURE IMPACT

Replacement of the existing pumps at the Imperial Highway Underpass will provide improved street drainage and ensure that replacement parts are available in case of repairs.

A handwritten signature in blue ink, appearing to read "Raymond C. Cruz", followed by the word "for" in a cursive script.

Raymond C. Cruz
City Manager

Attachments:

Request for Bid

CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

IMPERIAL HIGHWAY UNDERPASS STORM PUMP RETROFIT



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

**Frank Beach, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7568**

REQUEST FOR BIDS

IMPERIAL HIGHWAY UNDERPASS STORM PUMP RETROFIT

The City of Santa Fe Springs invites sealed bids for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until **11:00 a.m. on Tuesday, May 15, 2018.**

The work to be done consists of furnishing all supplies, materials, equipment, tools, labor and incidentals as required to retrofit the Imperial Highway Underpass with two new Storm Pumps. The Storm Pumps will be City furnished and provided for the Contractor to install. The Contractor must pick up the two Storm Pumps at the City's Municipal Services Maintenance Yard located at 12636 Emmens Way, Santa Fe Springs, CA 90670 and deliver the pumps to the Imperial Highway Underpass.

A mandatory pre-bid visit to the City's facility has been scheduled for Wednesday, May 2, 2018 at 10:00 a.m. at the Imperial Highway Underpass, located at 12650 Imperial Highway, Norwalk, CA 90650. The pre-bid will cover the overall scope of the project to be performed. Majority of the work for this project is within a confined space. A City representative will be in attendance. Both questions and answers will be posted on the City's Website. **The City will NOT accept bids from Contractors that do not attend the pre-bid site visits.**

Special attention is called to the General Provisions regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. The successful Contractor will be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside, "IMPERIAL HIGHWAY UNDERPASS-STORM PUMP RETROFIT - DO NOT OPEN WITH REGULAR MAIL." The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 45 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Frank Beach, Project Manager at (562) 868-0511, ext. 7568.

BY ORDER OF the City of Santa Fe Springs.

NOE NEGRETE, CITY ENGINEER
CITY OF SANTA FE SPRINGS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the attached Proposal package. The Proposal Package shall include the following documents:

1. Proposal Form
2. Bid Schedule
3. References

The Proposal package forms shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. The Proposal Form must be properly signed by the proposer, whose address, telephone number and e-mail address shall also be shown. **The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.**

PREPARATION OF BIDS

Bids must be submitted on the prescribed form. Bid prices must be written in **blue or black ink** in figures as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"IMPERIAL HIGHWAY UNDERPASS STORM PUMP RETROFIT - DO NOT OPEN WITH REGULAR MAIL."** The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Director of Public Works or his designee at Santa Fe Springs City Hall, 11710 Telegraph Road prior to the bid opening time stipulated in the Request for Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Director of Public Works.

CONTRACTOR QUALIFICATION

Contractors must furnish satisfactory evidence to the City that they have experience working with underpass storm pumps as described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding discrepancies or omissions in the Bid Documents shall be communicated to

Mr. Frank Beach, Project Manager, in writing, by letter, fax or e-mail, not less than six (6) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the contract documents.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by City to reject any or all proposals.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

EXAMINATION OF BID DOCUMENTS

Bidders must satisfy themselves by the provided bid documents as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal and other contract documents.

The Bidder shall read each and every clause of the contract documents, including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Request for Bids and other contract documents, and to full compliance therewith. All bidders shall be held to comply with all laws of the State of California, rules and regulations promulgated thereunder, all applicable ordinances, rules and regulations of the City of Santa Fe Springs, and all regional and local laws, regulations, rules, ordinances and codes promulgated and enforced by any agency, district, board, department or other entity authorized under law, rules or ordinance, whether now in force or subsequently enacted.

LIABILITY INSURANCE REQUIREMENTS

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder, based on the Base Bid only, as determined solely by the City. The City reserves the right to award the bid or the bid alternate, if applicable to the lowest responsible and responsive bidder. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 45 days, all as may be required to provide for the best interests of the City including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

Submitted by: _____

PROPOSAL
FOR
IMPERIAL HIGHWAY UNDERPASS-STORM PUMP RETROFIT
IN THE CITY OF SANTA FE SPRINGS

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the custodial services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

Signature

Name, Title (Please print or type)

Firm Name

Firm Business Phone No.

E-mail

Submitted by: _____

BID SCHEDULE

IMPERIAL HIGHWAY UNDERPASS-STORM PUMP RETROFIT

IN THE CITY OF SANTA FE SPRINGS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
BASE BID					
1.	Demolition				
		1	L.S.	\$	_____
2.	Pump Installation				
		1	L.S.	\$	_____
3.	Electrical Installation				
		1	L.S.	\$	_____
4.	Start up				
		1	L.S.	\$	=====
TOTAL AMOUNT BASE BID IN FIGURES:					\$ _____

The contract will be awarded based on the Base Bid.

Submitted by: _____

It is understood that this bid is based upon completing the work within **TWENTY (20) CALENDAR DAYS**. If awarded the Contract for the work, the undersigned hereby agrees to sign said Contract and to furnish the necessary insurance certificates within ten (10) working days from the date upon which the City Engineer mails to the undersigned, first class mail, postage prepaid, a notice informing the undersigned that the AGENCY has awarded such Contract to the undersigned.

The undersigned, if awarded the contract, intends to subcontract certain portions of said contract in accordance with the following schedule (attach additional sheet if needed):

<u>Name of Subcontractor*</u>	<u>License Number</u>	<u>Location of Office</u>	<u>Item No.</u>	<u>Value</u>	<u>DIR No.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The undersigned bidder hereby represents as follows:

As required in the Public Contract Code, the bidder must list all proposed subcontractors that he or she intends to utilize on this Project and the portion of work to be subcontracted out. Failure to include a complete list could be sufficient cause to reject a bidder's proposal as non-responsive.

That no representation, oral or in writing, of the AGENCY, its officers, agents, or employees has induced the Contractor to enter into this contract excepting only those contained in this form or contract and the papers made a part hereof by its terms.

Dated this _____ day of _____, 2018.

NAME OF BIDDER: _____
(Please type or print)

BY: _____

BUSINESS ADDRESS: _____

TELEPHONE (____) _____

FAX No. (____) _____

EMAIL: _____

DIR No.: _____

Submitted by: _____

REFERENCES

Please list a minimum of three references for similar construction (roadway work) that Contractor has completed under a contract awarded by the indicated Agency to Contractor within the past thirty-six (36) months. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. Contractor qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Engineer. **A lack of references or unsuitable summary of past performance as reported by references, may be considered by AGENCY as sufficient reason to reject bid(s).**

1. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
2. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
3. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
4. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____

NOTE: The Contractor may attach previously prepared reference sheets in lieu of completing this form.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been under the requirements of any AGENCY, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

Non Collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of Santa Fe Springs
DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Submitted by: _____

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____ of _____
_____ the party making the foregoing Bid (hereinafter, the
"Bidder").

1. Bidder's Contractor's License Number is as follows: _____
2. The expiration date of Bidder's Contractor's License is _____, 20_____.
3. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018 at _____

(Insert city and state where declaration was signed)

Signature

Typed Name

Title

Name of Bidder

Submitted by: _____

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty or perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

NOTE:

This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

Submitted by: _____

**PROPOSAL GUARANTEE
BID BOND
FOR**

IMPERIAL HIGHWAY UNDERPASS-STORM PUMP RETROFIT

IN THE CITY OF SANTA FE SPRINGS

KNOWN ALL PERSONS BY THESE PRESENTS
that _____, as BIDDER, and
_____ as SURETY, are held and firmly bound
unto the City of Santa Fe Springs, as AGENCY, in the penal sum of dollars
(\$ _____), which is 10 percent of the total amount by BIDDER to AGENCY for
the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands and seals, this
_____ day of _____, 2018.

BIDDER _____

SURETY _____

NOTE:

This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall
constitute signature of this questionnaire.

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
IMPERIAL HIGHWAY UNDERPASS
STORM PUMP RETROFIT

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this ____ day of _____ 2018, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and _____ as CONTRACTOR in the amount of \$ _____.

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:

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
Date *(Insert Name and Title of the Officer)*

Personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Place Notary Seal Above)

Bond No.: _____

FAITHFUL PERFORMANCE BOND
FOR
**IMPERIAL HIGHWAY UNDERPASS
STORM PUMP RETROFIT**

IN THE CITY OF SANTA FE SPRINGS

KNOWN ALL PERSONS BY THESE PRESENTS that we _____, hereinafter referred to as "Contractor" as principal, and _____, as "Surety", are held and firmly bound unto the City of Santa Fe Springs, hereinafter referred to as the "AGENCY," in the sum of _____ dollars (\$_____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The Conditions of this obligation are such that, whereas said Contractor has been awarded and is about to enter into a Contract for said AGENCY for the above-stated project in said City, in accordance with the drawings and specifications therefore, which contract is incorporated herein by this reference:

NOW THEREFORE, if said Contractor shall well and truly carry out and perform all the covenants and obligations of said contract on Contractor's part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, that any alternations in the obligations or extensions of time granted under the provisions of said contract shall not in any way release either said Contractor or said Surety thereunder, and notice of such alterations of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2018.

Contractor

Surety

By: _____

By: _____

Address

Address

(_____) _____
Area Code/Phone Number

(_____) _____
Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

Imperial Highway Underpass-Storm Pump Retrofit
Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
Date *(Insert Name and Title of the Officer)*

Personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Place Notary Seal Above)

Bond No.: _____

MATERIAL AND LABOR BOND

FOR

**IMPERIAL HIGHWAY UNDERPASS
STORM PUMP RETROFIT**

IN THE CITY OF SANTA FE SPRINGS

KNOWN ALL PERSONS BY THESE PRESENTS that we _____, hereinafter referred to as "Contractor" as principal, and _____, as "Surety", are held and firmly bound unto the City of Santa Fe Springs, hereinafter referred to as the "AGENCY," in the sum of _____ dollars (\$_____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The conditions of this obligation are such that, whereas Contractor has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either Contractor or Surety, and notice of said alterations is hereby waived by Surety.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____ 2018.

Contractor

Surety

By: _____

By: _____

Address

Address

(_____) _____
Area Code/Phone Number

(_____) _____
Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

Imperial Highway Underpass-Storm Pump Retrofit
Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
Date *(Insert Name and Title of the Officer)*

Personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Place Notary Seal Above)

IMPERIAL HIGHWAY UNDERPASS STORM PUMP RETROFIT

SCOPE OF SERVICES

PROJECT DESCRIPTION

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required to complete the Storm Pump Retrofit. The general items of work include:

Provide a complete bid for the removal and replacement of two (2) Horizontal End Suction pumps that are to be provided by the City of Santa Fe Springs when the job commences. The pumps are Vertical Dry Pit Submersible Pumps to replace the existing horizontal end suction pumps. The pump selection is attached to this RFP. The pump will be required to connect to existing suction and discharge piping, requiring minimal piping. New Pump Motors being dry pit submersible will be liquid cooled and will be provided with potted wiring connections requiring new routing of cables for the motors. Newly installed pumps and motors will be integrated into the existing pump controls (on/off and lead lag) and will have additional motor monitoring devices which will need to be wired into the existing control panel. The CONTRACTOR shall provide start-up services of the new pumps to confirm performance.

DETAILED SCOPE OF WORK

DEMOLITION

1. Remove two (2) Horizontal End Suction Pumps. There is a hatch in the top of the lift station for removal and installation. Removal includes lockout and disconnection of existing motors from motor starters at Control Panel, and removal of existing disconnects, motor starters and wiring, and abandoning in place the existing conduit for the pump motors located in the lift station south wall. Sump Pump conduit wire, etc. remains unchanged.
2. Remove existing pump equipment pads, including anchor bolts (grounding down flush with floor).
3. Remove existing 6" piping (combination ductile iron and galvanized) to limits need to install new pump. 6" piping from wall to suction of pump including valves will remain in place.

PUMP INSTALLATION

1. Contractor shall be responsible for modifying existing suction and discharge piping to accept the configuration of the new pump and installing piping modification as determined in the field between pump suction/discharge lines. Modifications shall be contractor's choice utilizing best construction methods. Any flexible joints, couplings shall be fully restrained.

2. Confirm Pump Suction Centerline Height, and set pump level with existing piping (note: field elevations show that the two pumps are not at the same exact elevation). Install concrete equipment pad with anchors as required by seismic calculations for anchoring (for bidding purposes, figure the equipment pad to be 36" x 36" x 12" High each) stainless steel anchor bolts will be utilized.

ELECTRICAL INSTALLATION

1. Run new Cable up north wall avoiding traffic areas. Secure cable to wall as required with wire mesh grips (similar to Kellems grips), at contractor's discretion. Pumps are provided with two (2) cables each (one power and one control). A new junction box will be provided on the west wall at street level to terminate pump cables into. New conduit and wire will be run between new junction box and Motor Control Panel located on North Wall.
2. Contractor will terminate new cables at existing control panel and will install and terminate new motor monitoring devices that will monitor motor windings and will monitor leakage installed in Motor Control Panel. Please refer to motor relay datasheet provided with pump proposal from Charles P. Crowley Company.

START-UP

1. Contractor will provide complete starting up of the new pumps in the lift station after the work performed in Bid Items 1 thru 3 has been completed.
2. Contractor will work with the City to provide any necessary certificates of completion.



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Reservoir No.1 – Purchase of Anti-Nitrification Mixer System

RECOMMENDATION

That the City Council Authorize the Director of Public Works to purchase one (1) Anti-Nitrification Pax Water Mixer from D&H Water Systems, Oceanside, California as a sole source provider of this system in the amount of \$35,600.00

BACKGROUND

The City has two (2) reservoirs. Reservoir 1 is located at the Municipal Services Yard. Reservoir 2 is located on Foster Road west of Marquardt Avenue. Each reservoir has a storage capacity of 4 million gallons (4MG).

Nitrification of Potable Water - the combination of constant warm temperatures, intake and discharge structure design, and utilizing a total chlorine residual for disinfection creates a water quality issue termed Nitrification. Nitrification is a microbial process that destroys healthy organic nitrogen compounds and creates nuisance nitrite and nitrate compounds. At certain levels the presence of nitrite and nitrate compounds in drinking water promotes bacterial growth.

Currently at reservoir No. 1, staff manages the nitrification process in the reservoir by adding chemicals to the water manually. In addition, the reservoir is only utilized at a 40-50% capacity in order to cycle the water in the reservoir and avoid aged water which triggers the nitrification process.

The City purchased one Anti-Nitrification Pax Water Mixer last year and installed it at Reservoir No. 2. The quality of water in the reservoir has met all health requirements, the capacity of the reservoir has increased, and the reservoir has not gone into nitrification since the mixer was installed, saving Staff time and chemical costs. With positive results from Reservoir No. 2, staff are preparing Reservoir No.1 for the installation of a new Pax Mixer.

Staff has researched available technology and treatment methods and has determined a continuously operating centrally mounted mixer would provide the best ongoing results for water quality, and allow greater utilization of the reservoir's capacity to store water longer without compromising water quality.

After the positive results obtained from Reservoir No. 2, staff is confident that the PAX Water Mixer system will resolve the nitrification issues affecting Reservoir No. 1. The PAX Water Mixer has the ability to keep large quantities of stored water "moving" so as to not stratify and become aged. The mixer installs without service disruption or tank modifications, and mixes on-demand to rapidly eliminate stratification, uniformly distribute disinfectants, and prevent conditions favorable to nitrification.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: April 2, 2018

ITEM NO. 14

The PAX Water Mixer is sold through a single authorized dealer, D&H Water Systems. Staff has received a proposal from D&H Water Systems to provide the PAX Water Mixer system for \$35,600 (including optional training). Staff is recommending that the City Council authorize the Director of Public Works to purchase the PAX Water Mixer from D&H Water Systems as a sole source provider. Since this item can only be provided by D&H Systems, staff is requesting that bidding be dispensed with in accordance with Section 34.19 of the City's Purchasing Policy. Purchasing this item will result in a cost to the City not greater than the projected costs of a purchase through a bidding process and the best interest of the City require a negotiated purchase because of the compatibility of this item with our reservoirs.

INFRASTRUCTURE IMPACT

1. Water quality will be maintained over longer periods of time.
2. Larger quantities of water can be stored for operational and emergency use.
3. Lower treatment costs due to the favorable effects of continuous mixing.
4. Increased available time for the water system operators.
5. Improved water quality throughout the water distribution system.

FISCAL IMPACT

The cost for the PAX Water Mixer will be funded from a one-time non-reoccurring 9000 Account, which budgeted \$40,000 for the Anti-Nitrification Mixer System.



Raymond R. Cruz
City Manager

Attachment:
PAX Water Mixer Proposal



Santa Fe Springs, CA
Attn: Frank Beach

March 22, 2018

Subject: PAX Water Mixers

D & H Water Systems, Inc. is pleased to offer the following proposal for Reservoir #1, 4 million gallon, above ground, steel. Per your request, I have detailed pricing for a complete mixer and control panel.

PAX Water Technologies/UGSI

(1) Pax Water Mixer System Model PWM-400

Systems includes:

- Pax Water Mixer
- Pax control center with SCADA
- Long Bail Handle and 50' Chain
- Power cable to be size based on dimensions of tank
- Operation and Maintenance manual
- (1) Day startup and operator instruction

Price: \$33,700 Each

Freight: \$ 400 Each

Startup/Training: \$ 1,500 Each

Lot price is FOB shipping point and do not include sales tax:

\$35,600

Conditions of Sale:

- Payment terms: Net 30 Days.
 - This quote is firm for 60 days.
 - Delivery will be made in approximately 2-4 weeks ARO.
 - Quotation does not include any taxes.
 - All Visa and Master card transactions will incur a 4% pass through service charge.
 - This quotation is limited to the products and services as listed
- And excludes any item or service not listed.

Resulting Purchase Order should be made out to:

D&H Water Systems Inc
603 Seagaze Dr. #241
Oceanside, CA 92054

If you have any questions, or require further information, please do not hesitate to contact me at (949)481-4560.

Sincerely,

Brian Doane
D & H Water Systems, Inc.

603 Seagaze Drive #241, Oceanside, California 92054

PHONE 949. 481. 4560 FAX 949.481.4561 WEB www.dandhwatersystems.com EMAIL brian@dandhwatersystems.com



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Approval of Lease Agreements Between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Child Care Center

RECOMMENDATION

That the City Council take the following actions:

- Approve Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center for fiscal year 2018-2019;
- Approve Lease Agreement between the City of Santa Fe Springs and Options for Learning at Los Nietos Child Care Center for fiscal year 2018-2019.

BACKGROUND

On Thursday, February 22, 2018 the City Council approved to subcontract the City's Childcare State Preschool Programs with Options for learning. Options for Learning is a non-profit agency that specializes in operating state funded child development programs. Under the terms of the subcontract agreement, Options for Learning will assume the City's contract with the California Department of Education (CDE) to operate the preschool program as a subcontractor for one (1) year commencing on July 1, 2018 at the current preschool locations, Gus Velasco Neighborhood Center (GVNC) and Los Nietos Child Care Center. The City will maintain administrative oversight and auditing over the preschool program to ensure that Options for Learning remains in compliance with all CDE requirements.

The City's preschool classrooms at the Gus Velasco Neighborhood Center are currently located in modular units on site. These modular units are owned by company Williams Scotsman. Options for Learning will enter into an Assignment and Assumption Agreement with Williams Scotsman; this authorizes the transfer of the existing lease agreement and renews the lease term from the City to Options for Learning. Under the terms of the proposed Lease Agreement, Options for Learning will pay Williams Scotsman the following:

- \$1,420.00/month (\$17,040/year) for the 3-unit classroom
- \$2,445.00/month (\$29,340.00/year) for the 6-unit classroom

The City's preschool classrooms at Los Nietos Child Care Center are located on a permanent City building. Per the proposed Lease Agreement, Options for Learning will pay the City \$100/month for use of this City-owned facility; this will allow Options



City of Santa Fe Springs

City Council Meeting

April 12, 2018

for Learning to maintain competitive child care fees for City residents. Under the terms of the proposed Lease Agreements, Options for Learning will be responsible for all of the maintenance and repairs of the interior and exterior facilities, including equipment, and fixtures. Currently, there are no issues with the modular units at the GVNC or the Los Nietos Child Care Center. Additionally, Options for Learning will pay for all utilities (i.e. water, gas, and electricity by way of smart meter), including telephone, cable, and other services used by Options for Learning. The City will only be responsible for the landscaping costs. Each lease agreement is for one (1) year commencing on July 1, 2018 and ending on June 30, 2019. Upon mutual agreement by the City and Options for Learning, the agreements may be extended for two (2) five (5) year terms.

Options for Learning has agreed to assume services of the City's School Age Program located at Lakeview School and Los Nietos Child Care Center. The City does not receive state funding for this program. The Lease Agreement for the City's School Age Child Care Program located at Lakeview School is pending further discussion and approval with the Little Lake City School District; therefore, this agreement will be brought to a future Council meeting for review and approval.

LEGAL REVIEW

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

FISCAL IMPACT

The proposed lease agreement for the GVNC preschool site will result in an annual savings of \$46,380 in facility rental fees. The proposed lease agreement for the Los Nietos child care facility will result in some savings as well, since Options for Learning will pay for all utilities and maintenance costs.

The Mayor may call upon Ed Ramirez, Family & Human Services Manager, to answer any questions the Council may have.

Raymond R. Cruz
City Manager

Attachments

1. Lease Agreement - Gus Velasco Neighborhood Center
2. Gus Velasco Neighborhood Center Site Map of Property – Exhibit A
3. Assignment and Assumption Agreement w/attachments – Exhibit 2
4. Lease Agreement – Los Nietos Child Care Center
5. Los Nietos Child Care Center Site Map of Leased Premises – Exhibit 1

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT THE

GUS VELASCO NEIGHBORHOOD CHILDCARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

WHEREAS, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age children at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Gus Velasco Neighborhood Childcare Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease. In addition, Lessee understands and agrees that the Lease Agreement is contingent upon Lessee entering into an assignment and assumption in substantial conformity with Exhibit 2 of the lease agreement and lease term renewal agreement with William Scotsman for use of the modular units on the Leased Premises.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for one (1) additional five (5) year term ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, Lessee shall be responsible for any and all rental of the modular units payable to William Scotsman in the amount and subject to the terms of the agreement with William Scotsman or as

required from any other provider. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, Lessor, at its discretion, may reassess monthly rent and charge a reasonable monthly rent. In the event the City charges rent, all rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. Except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1) subject to Lessor returning the Leased Premises to the condition it was in prior to its use.

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the modular units in accordance with its agreement with William Scotsman or other provider of modular units including repairs of all interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass

(including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement. Additionally, Lessee shall be responsible for maintenance of the exterior of the modular units and all facilities, equipment, and fixtures on the exterior of the Leased Premises used or associated with the Child Care Program such as playground equipment.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises such as landscaping...

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

A. Minimum Scope and Limits of Insurance. Lessee 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:

1. 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 two million dollars (\$2,000,000.00), 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.
2. 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.
3. Workers' compensation insurance as required by the State of California. Options for Learning 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 Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

1. 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 Options for Learning pursuant to its contract with the City; products and completed operations of Options for Learning; premises owned, occupied or used by the Options for Learning; automobiles owned, leased, hired, or borrowed by Options for Learning.
2. 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."
3. Other insurance: "Options for Learning'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.
4. 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.
5. Lessee'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.

C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor 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.

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

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR

City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE

Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

With the exception of an agreement between Options for Learning and William Scotsman and/or other provider for the use of the modular buildings on the Leased Premises, this instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects under the terms of this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required.

EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

Ray Cruz, City Manager

Cliff Marcussen, Options for Learning

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

EXHIBIT A
SITE MAP OF PROPERTY

G.V.N.C.
CHILD CARE
FACILITIES

LEGEND
LEASE AREA

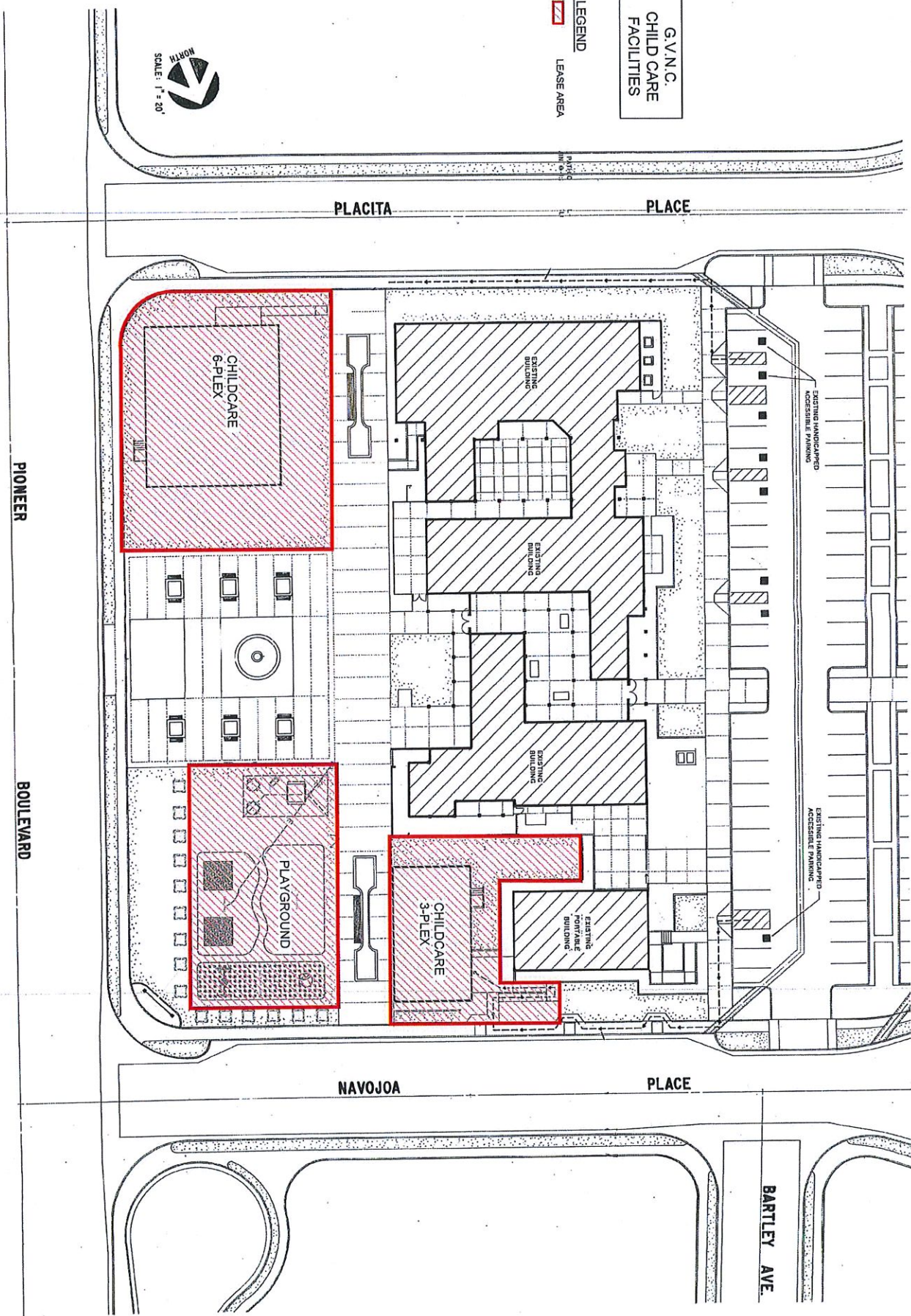


EXHIBIT 2

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH ATTACHMENTS INCLUDING
CITY/WILLIAM SCOTSMAN LEASE AGREEMENT
AND
LEASE RENEWAL TERM**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated this ____ day of April, 2018 is between the City of Santa Fe Springs, a California Municipal Corporation ("Assignor"), Options for Learning, a California non-profit corporation ("Assignee"), and William Scotsman, a California corporation ("Lessor").

RECITALS

WHEREAS, on or about November 30th, 2009, the City and William Scotsman entered into a Lease Agreement attached hereto as Exhibit A for the use of the modular buildings at the Gus Velasco Neighborhood Center located at 9255 Pioneer Boulevard, Santa Fe Springs, CA 90670;

WHEREAS, on or about August 10, 2017, the City and William Scotsman entered into an Amendment to Lease Agreement ("Lease Term Renewal") which extended the term of the Lease Agreement through August 9, 2019;

WHEREAS, Section 14 of the Lease Agreement requires William Scotsman prior written consent in order for the City to assign the Lease Agreement; and

WHEREAS, the City is contracting with Options for Learning to provide child care services at the Property.

NOWHERE, the parties agree to the following:

Section 1. Assignment. In accordance with Section 14 of the Lease Agreement, William Scotsman authorizes the assignment of the Lease Agreement and Lease Term Renewal to Options for Learning. All notices and correspondence shall be provided to Options for Learning as follows:

Cliff Marcussen, CEO
Options for Learning
885 So. Village Oaks Drive
Covina, CA 91724
Phone: (626) 967-7848

Section 2. Remainder. In all other respects, the Lease Agreement and Lease Term Renewal shall remain in full force and effect.

EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

WILLIAM SCOTSMAN

OPTIONS FOR LEARNING

Cliff Marcussen

CITY OF SANTA FE SPRINGS

Ray Cruz, City Manager

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

AN ALBERTA SCOTSMAN COMPANY

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

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

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

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

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

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature:

Print
Name:

NOEL NEGRETE JR.

Signature:

Print Name:

Date: 8-28-17

Date: 7-27-79

LEASE AGREEMENT

SPACE BY

WILLIAMS
SCOTSMAN

Lessor

WILLIAMS SCOTSMAN, INC.
 11811 Greenstone Avenue
 Santa Fe Springs, CA 90670
 862.803.9200 • 800.782.1500
 Fax: 862.803.9210

 Lessee:
 Santa Fe Springs, City Of
 FINANCE DEPARTMENT
 11740 Telegraph Road
 Santa Fe Springs, CA. 90670

 Delivery Address:
 Santa Fe Springs, City Of
 9255 Pioneer Blvd.
 SANTA FE SPRINGS, CA. 90670

 Telephone: (562)868-0511
 Facsimile: (562)868-7112

 Telephone:
 Cust. P.O. #: 66713

EQUIPMENT SPECIFICATIONS

 Delivery Date: 11/09/09 11/20/09
 Model Size: 64 x 72
 Unit Count: 6
 Equipment Number: CPX-78040*

 Contract#: 604763
 Equipment Value: \$131,591.95
 Minimum Lease Term: 12 months
 Monthly Rental Rate: \$6,391.00

*Consisting of the following units:

MSI-09080	12-Wide	MSI-09081	12-Wide	MSI-09082	12-Wide
MSI-09083	12-Wide	MSI-09087	12-Wide	MSI-09092	12-Wide

This Agreement is made as of 09/24/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and the Lessee named above. Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and conditions stated herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's Internet Site (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$6,120.00
DELIVERY FREIGHT	\$3,000.00
BLOCK & LEVEL LABOR	\$7,200.00
SKIRTING LABOR	\$4,356.00
TIEDOWN INSTALLATION	\$4,648.00
STEP(S) RENTAL - STEEL	\$25.00
SECURITY SCREENS	\$20.00
RAMP RENTAL	\$223.00
RAMP INSTALLATION LABOR	\$1,298.00
STATE & LOCAL SALES TAX	\$623.12
INITIAL PAYMENT AMOUNT	\$27,514.12
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$7,200.00
SKIRTING REMOVAL	\$792.00
TIEDOWN REMOVAL	\$1,312.00
RAMP REMOVAL	\$1,244.00
RETURN FREIGHT	\$3,474.00

27,648

After initial payment has been made, a Monthly rental of \$6,391.00 plus all applicable taxes and fees payable Monthly on day 9.

*** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate serial number(s), delivery date(s), lock serial number(s), and contract number; if necessary, and Lessee will be supplied a copy of the updated information. ***

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions (08/28/2009) in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Lease Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

SEP/24/2009/THU 05:35 PM

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LEASE AGREEMENT

SPACE BY

WILLIAMS
SCOTSMAN

Lessor

WILLIAMS SCOTSMAN, INC.
11811 Greenalana Avenue
Santa Fe Springs, CA 90470
682.908.9200 • 800.782.1600
Fax: 682.908.9216

Lessee:
Santa Fe Springs, City Of
Contract#: 604763

LESSEE: Santa Fe Springs, City Of

By:

Print Name:

Title:

LESSOR: Williams Scotsman, Inc.

By:

Print Name:

Title:

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2008)

1. **True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.
2. **Delivery Acceptance.** Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.
3. **Site Suitability Inspection.** Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.
4. **User Maintenance Condition.** Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum hydrocarbons, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.
5. **Term of Lease Extension.** The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party may terminate this Agreement on 30 days written notice.
6. **Rent, Fees, Taxes, Late Charges.** Rent begins to accrue on the Delivery Date. Lessee shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor and/or as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. **No Liens.** Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. **Indemnity.** Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. **Loss Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at his sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General:** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. **Default Remedies.** (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for site restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or designees as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lease Terms & Conditions, Revision 10/24/2008



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

An ALGECO SCOTSMAN Company

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

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

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

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

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

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: 

Signature: 

Print
Name:

NOEL NEGRETE JR.

Print Name:

Kevin Brannon

Title:

DIRECTOR OF PUBLIC WORKS

Title:

Sr. Account Administrator

Date:

8-28-17

Date:

7-27-17

Santa Fe Springs, CA 90670

Telephone: (562)868-0511
Facsimile: (562)868-7112

Telephone:
Cust. P.O. # 66168

EQUIPMENT SPECIFICATIONS

Delivery Date:	11/16/09	Contract#:	555172
Model Size:	64 x 36	Equipment Value:	\$78,950
Unit Count:	3	Minimum Lease Term:	12 mon
Equipment Number:	CPX-77398*	Monthly Rental Rate:	\$3,660.

*Consisting of the following units:

MSI-09084	12-Wide	MSI-09085	12-Wide	MSI-09086
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This Agreement is made as of 10/02/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and above, Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$3,234.00
DELIVERY FREIGHT	\$1,500.00
BLOCK & LEVEL LABOR	\$3,509.00
SKIRTING LABOR	\$3,168.00
TIEDOWN INSTALLATION	\$2,656.00
STEP(S) RENTAL - STEEL	\$26.00
RAMP RENTAL (PREFAB)	\$400.00
RAMP INSTALLATION LABOR	\$2,100.00
MATERIAL/MODIFICATION TO UNIT	\$2,875.00
PAINT EXTERIOR - GUST. COLORS	\$250.00
MATERIAL / ACCORDION DOOR	\$8,000.00
ADV INV 50411828 DEPOSIT	\$27,364.20
STATE & LOCAL SALES TAX	\$1,417.16
INITIAL PAYMENT AMOUNT	\$1,770.96
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$3,909.00
SKIRTING REMOVAL	\$576.00
TIEDOWN REMOVAL	\$864.00
RETURN FREIGHT	\$1,722.00
RAMP REMOVAL LABOR	\$1,700.00

After initial payment has been made, a Monthly rental of \$3,660.00 plus all applicable taxes and fees payable by

**** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate delivery date(s), lock serial number(s), and contract number, if necessary, and Lessee will be supplied a copy information. ****

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. The undersigned shall be treated as an original signature for all purposes and shall be fully binding. The undersigned hereby have the express authority of the respective party they represent to enter into and execute this Agreement and bind the party thereby.

LESSOR: Santa Fe Springs, City Of

By:

Print Name:

Title:

LESSOR: Williams Scotsman, Inc.

By:

Print Name:

Title:

Paul Martinez
Paul Martinez
Director, Administrative Services

William Henry
William Henry
Area Mgr

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2008)

1. **True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.

2. **Delivery Acceptance.** Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.

3. **Site Suitability Inspection.** Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

4. **User Maintenance Condition.** Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

5. **Term of Lease Extension.** The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on 30 days written notice.

6. **Rent; Fees; Taxes; Late Charges.** Rent begins to accrue on the Delivery Date. Lessee shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/4% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. **No Liens.** Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. **Indemnity.** Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. **Lesser Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. **Default Remedies.** (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for site restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lessee Terms & Conditions, Revision 10/24/2008

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT LOS NIETOS CHILD CARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into on this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

WHEREAS, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age program at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool and childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Los Nietos Child Care Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for two (2) additional five (5) year terms ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of one hundred dollars (\$100.00) per month for the Initial Term. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent and the amount charged by Lessee to families that participate in the Child Care Program. All rent shall be due and payable, in

advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are commonly utilized by Lessor for community and other events. Lessor will provide annual calendar of scheduled events to Lessee and will conduct a pre-inspection walkthrough of the Leased Premises prior to each scheduled event. If the Leased Premises sustains damage, stolen or lost items while in the lessor's possession, the lessor shall be responsible for repair or replacement. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all

interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. **Lessor Maintenance and Repairs.** Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

A. **Minimum Scope and Limits of Insurance.** Lessee 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:

1. 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 two million dollars (\$2,000,000.00), 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.
2. 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.
3. Workers' compensation insurance as required by the State of California. Options for Learning 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 Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

1. 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 Options for Learning pursuant to its contract with the City; products and completed operations of Options for Learning; premises owned, occupied or used by the Options for Learning; automobiles owned, leased, hired, or borrowed by Options for Learning.
2. 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."
3. Other insurance: "Options for Learning'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.
4. 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.
5. Lessee'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.

C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor 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.

D. Certificates of Insurance. Lessee shall provide to Lessor certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement.

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction

or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR

City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE

Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such

interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects, in accordance with this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrance. Lessor shall provide written notice to the Lessee at least sixty (60) days prior to the encumbrance.

EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

Ray Cruz, City Manager

Cliff Marcussen, Options for Learning

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

EXHIBIT 1

SITE MAP OF THE LEASED PREMISES

[illegible]

GENERAL NOTES

[illegible]

CONSULTANTS

T

THE TAYLOR GROUP ASSOCIATES
INCORPORATED

10000 W. 10TH AVENUE
DENVER, COLORADO 80231

(303) 751-1000

FAX: (303) 751-1001

EPI

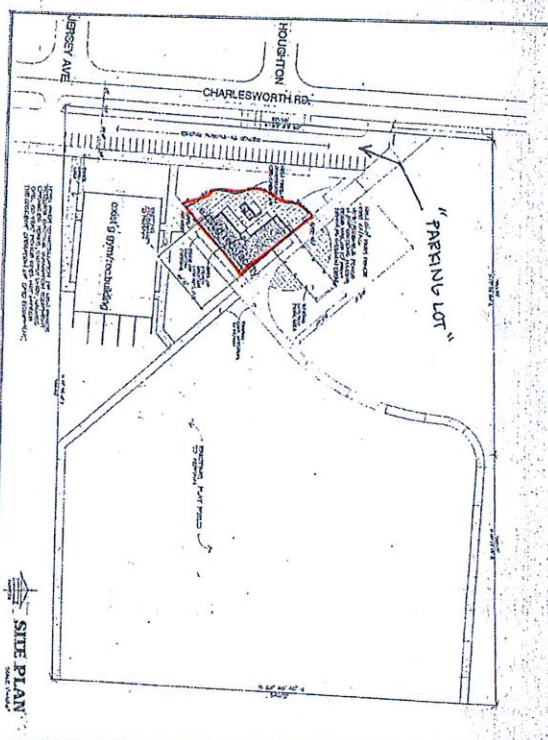
EPI CONSULTING, INC.

10000 W. 10TH AVENUE
DENVER, COLORADO 80231

(303) 751-1000

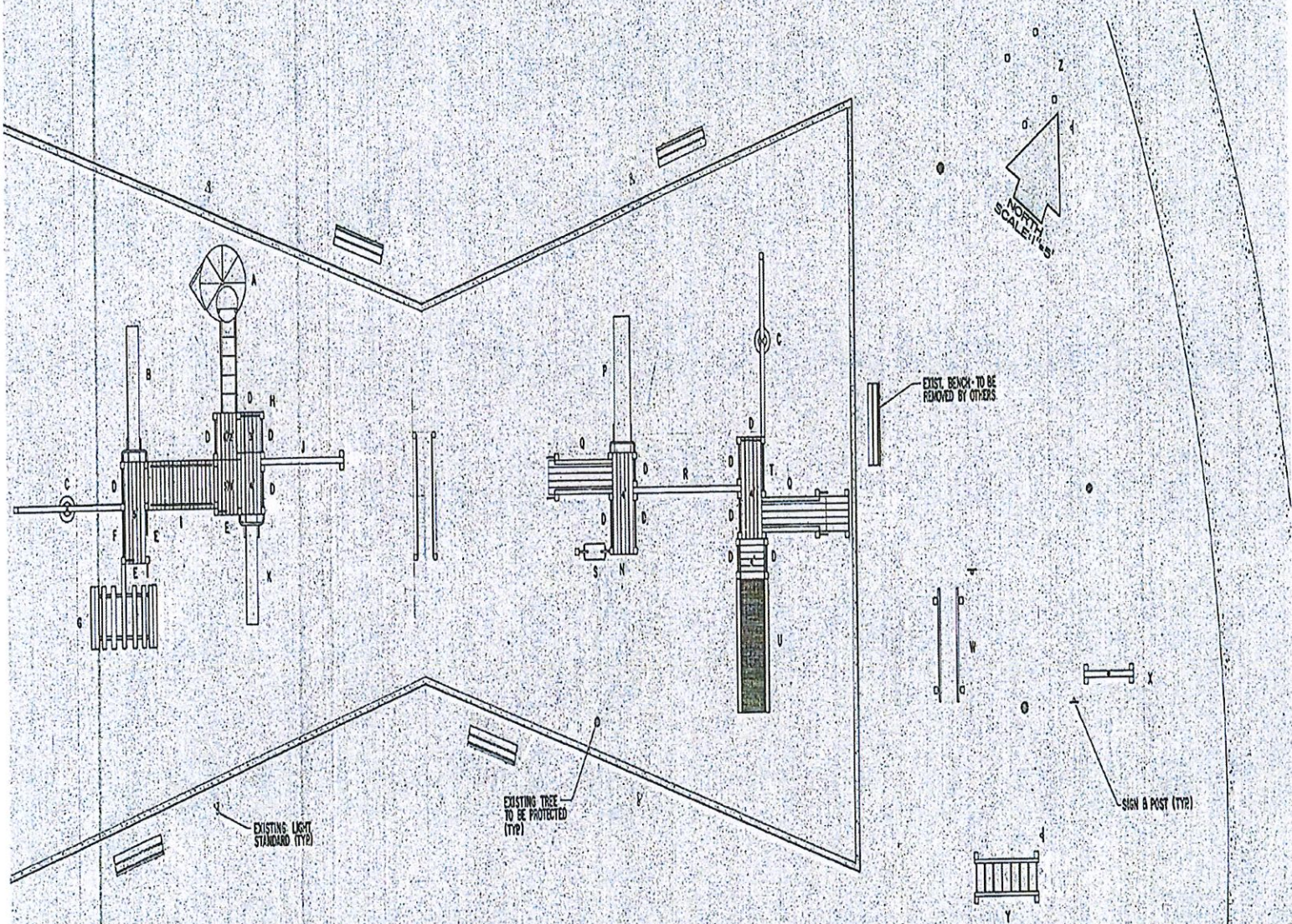
FAX: (303) 751-1001

A black and white vicinity map of a city area. The map shows a grid of streets. A diagonal street runs from the top left towards the bottom right. A horizontal street runs across the middle. A vertical street runs down the right side. The map is labeled with street names: 'ST. JAMES' at the top, 'ST. JAMES' on the left, 'ST. JAMES' on the right, and 'ST. JAMES' at the bottom. The map is titled 'VICINITY MAP' in the top right corner.



LOS
ANGELES
PARK
DAY
CAMP
FACILITY

11143 CHARLESWORTH ROAD
SANTA FE SPRINGS, CALIFORNIA



LEGEND

- | | |
|---|---|
| A. DOUBLE SPIRAL SLIDE | Q. PARALLEL BARS |
| B. 10' SLIDE | P. WIDE SLIDE |
| C. TIRE SWING | R. RAMP - GAMETIME NO. 5979 |
| D. ENCLOSURE - GAMETIME NO. 5391 | S. LOG ROLL |
| E. HANDHOLD ACCESS LADDER | T. 4' PLATFORM |
| F. 5' PLATFORM | U. 10' ROLLER SLIDE |
| G. 6" MODULE ATTACHMENT - GAMETIME NO. 5953 | V. |
| H. MULTI-DECK PLATFORM | W. PARALLEL BARS - LANDSCAPE STRUCTURES NO. 903" W/ SIGN B POST |
| I. ARCH BRIDGE | X. ROPE CLIMB - LANDSCAPE STRUCTURES NO. 908" W/ SIGN B POST |
| J. 2 PLACE SWING W/ BELT SEATS | Y. HORIZONTAL LADDER - LANDSCAPE STRUCTURES NO. 906" W/ SIGN B POST |
| K. 8' SLIDE | Z. SLALOM COURSE - LANDSCAPE STRUCTURES NO. 905" W/ SIGN B POST |
| L. | AA. CHIN-UP BARS - LANDSCAPE STRUCTURES NO. 904" W/ SIGN B POST |
| M. | BB. RINGS - LANDSCAPE STRUCTURES NO. 901" W/ SIGN B POST |
| N. 4' PLATFORM | |

* OR APPROVED EQUAL

NOTES TO THE CONTRACTOR

1. THE CONTRACTOR SHALL REPLACE EXISTING SAND AND SOIL WITH 12" OF SAND AS SPECIFIED TO A FINISH GRADE 6" BELOW TOP OF CURB.
2. THE CONTRACTOR SHALL INSTALL A TEMPORARY 6'-0" HIGH CHAIN LINK FENCE AROUND THE UNITS OF THE WORK.
3. THE EXACT LOCATION OF THE EQUIPMENT WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

AS BUILT
DATE: 7/20/83 BY: [Signature]

GENERAL NOTES

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF SANTA FE SPRINGS, SAID PLANS AND SPECIFICATIONS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SANTA FE SPRINGS.
2. ALL APPLICABLE ORDINANCES OF THE CITY OF SANTA FE SPRINGS SHALL BE COMPLIED WITH.
3. THE LOCATION, DESIGN AND SPECIFICATIONS OF ANY AND ALL UNDERGROUND UTILITIES MAY OR MAY NOT BE AS SHOWN HEREON. THE CITY OF SANTA FE SPRINGS MAKES NO REPRESENTATION AS TO SUCH MATTERS. THE CONTRACTOR SHALL AT HIS OWN COST AND EXPENSE CONDUCT OR RECONSTRUCT ALL UNDERGROUND UTILITIES IN A MANNER AS WILL PROTECT ALL UNDERGROUND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER OF SANTA FE SPRINGS. THIS MAY OR MAY NOT REQUIRE THE RELOCATION OF UNDERGROUND UTILITIES AT THE COST OF THE CONTRACTOR. THE CITY OF SANTA FE SPRINGS BY APPROVING THE PLANS AND SPECIFICATIONS DOES NOT WAIVE THE GENERAL REQUIREMENTS AS CONTAINED IN THIS NOTE.
4. APPLICATION FOR INSPECTION SHALL BE MADE AT LEAST TWENTY FOUR (24) HOURS BEFORE INSPECTION WILL BE REQUIRED.

CITY OF SANTA FE SPRINGS ENGINEERING DEPARTMENT			
PLAYGROUND AREA LOS NIETOS PARK			
PROJECT NO.	28182	DATE	5-11
DESIGNED BY	[Signature]	CHECKED BY	[Signature]
INVESTIGATED BY	[Signature]	DATE	5-11
SCALE	1" = 10'	DATE	5-11
BY	NO	DATE	5-11



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Heritage Park Food Concession – Award of Contract

RECOMMENDATION

That the City Council award a Food Concession Contract to The Fresh Gourmet Inc. to provide Heritage Park Food Concession services.

BACKGROUND

The Heritage Park Food Concession Request for Proposals (RFP) process was approved by City Council at their meeting on Thursday, January 25, 2018. During the RFP process, the City received proposals from the following six (6) food concessionaires: 1) The Fresh Gourmet; 2) Ho'oilina Foundation; 3) Lascari's & Sons'; 4) Sweet Lou's BBQ Catering & Food Truck; 5) Where the Birds Meet Café; 6) Wo Wo's Smokin' Hot BBQ. All six (6) vendors provided their proposals by the required deadline of 3:00 p.m. on Wednesday, March 7, 2018.

Upon receiving the six proposals for the Heritage Park Food Concession RFP, the first interviews were scheduled on March 21, 2018. All six food concessionaires that submitted proposals were invited to the interview process. The interview panel consisted of the following city staff: Maricela Balderas, Director of Community Services; Adam Matsumoto, Parks and Recreation Services Manager; Ed Ramirez, Family and Human Services Manager; Leanne Iezza, Community Services Specialist; and Raelene Barraza, Public Affairs Assistant.

During the interview process, each candidate was evaluated on the following criteria: 1) qualifications; 2) staffing and organization; 3) menu; 4) marketing and promotion; and 5) understanding of the Santa Fe Springs community. At the conclusion of the first interviews, the top two candidates were The Fresh Gourmet and Lascari's & Sons'. Both of these candidates scored the highest on each one of the evaluation criteria.

On April 3, 2018, the top two candidates were invited back to participate in a second interview. The same interview panel was utilized for the second interview. Each of the candidates were asked to bring food samples of items that will be served at the Heritage Park Café if awarded the contract. Based on the information that was collected during the initial interview evaluation and in conjunction with the provided food samples, the interview panel reached a consensus that the top candidate is The Fresh Gourmet. The Fresh Gourmet scored at the top due to their approach that blended professionalism, restaurant experience, adaptability, business model, food quality, and willingness to work in conjunction with the City to ensure a successful partnership.

Staff is recommending that the City Council award a three (3) year Food Concession Agreement to The Fresh Gourmet Inc. to provide food concession services at Heritage Park. The Concession agreement includes a \$500.00 per month rental fee to be paid to the City. The City will be responsible for facility equipment and maintenance costs.

The Mayor may call upon Adam Matsumoto, Parks and Recreation Services Manager, to answer questions the City Council may have regarding the staff report.

FISCAL IMPACT

Facility maintenance costs for the Heritage Park food concession are included in the Public Works Department annual budget. In addition, the City will receive \$500.00 per month as revenue for the rental of the facility for a duration of three (3) years.

LEGAL REVIEW

The City Attorney has reviewed the Heritage Park Food Concession Contract.



Raymond R. Cruz
City Manager

Attachments

1. Request for Proposal – The Fresh Gourmet Inc.
2. Request for Proposal – Lascari's & Sons' Inc.
3. Heritage Park Food Concession Contract with The Fresh Gourmet Inc.

Proposal for Heritage Park Food Concession

The Fresh Gourmet



Maricela Balderas
Director of Community Services
Gus Velasco Neighborhood Center
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670

RECEIVED

MAR - 5 2013

G.V.N.C.

Letter of Offer

Ms. Maricela Balderas
Director of Community Services
City of Santa Fe Springs

Ms. Maricela Balderas,

It is the intent of the letter to introduce our company, The Fresh Gourmet Inc., as an interested party in the future operations of Heritage Park food concessions.


The Fresh Gourmet Inc.
2004 Huntington Drive San Marino, CA 91108
(626) 308-1720

Carlos & Nicole Manjarrez, Owners
Los Angeles County Arboretum
301 N. Baldwin Ave.
Arcadia, CA 91007
(626) 446-2248

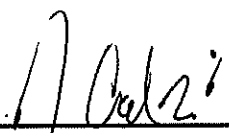
This proposal shall remain valid for a period of not less than 90 calendar days from March 2, 2018.

It is understood that we are obligated by all addenda to the RFP.

All information included in the proposal are true and correct. It is understood that by signing this proposal, the terms listed in the document are binding.



Nicole Olivas-Manjarrez, Owner



Carlos Manjarrez, Owner

Qualifications of the Firm

More than twenty years ago, what began as a family home based catering business, has now flourished into a full service catering company and two store front café outlets. With three school-aged daughters and a spouse suddenly ill and not able to work, Norma Olivas, found herself scrambling to support her family. Relying on good instinct, hard work and the determination to survive, she began to prepare salads and sandwiches from her home kitchen. She had the "idea" to fill a need. Taking lunches to those workers that had a difficult time getting out to lunch, hairstylists, real estate agents, and doctor/medical personnel. With a basket full of home baked goodies and an IGLOO ice chest filled with her delicious sandwiches and salads, Norma, began The Fresh Gourmet.

After taking over the business in 2005. Carlos and I, made the decision to reorganize under a corporation. We have remained under this organization since then. We have a total of twelve employees not including our family of five. The corporate location is:

2004 Huntington Drive, San Marino CA 91108

and we operate a second location at:

301 N. Baldwin Avenue, Arcadia CA 91007

There are no legal or financial issues that would impede this business from operating in The Heritage Park location. No pending litigations or outstanding claims. No planned operational closure or mergers.

The original San Marino location has been in existence for 24 years. We have been awarded several opportunities over those years.

Thirteen years ago, Hollywood Park Casino and Racetrack had been having difficulties keeping a qualified concessionaire for its employees and those "backside" employees that lived on the premises. Our company had been highly recommended to the management and thus, negotiations began for our services. It was with deep sadness that we closed our "Stable Café" on the grounds of Hollywood Park after nine years of service. The reason for our departure, only due to the permanent closure of the racetrack. Debby Baltas (sister), owner of Stable Café, and myself along with the guidance of our parents began the Stable Café together. It was the intent that Debby would manage and operate the café. Debby along with some original cooking staff operated the café and grew the business to successful standards.

The strong reputation that was left with those in the racing community opened the doors to our most recent acquisition of a new "backside" café on the grounds of Santa Anita racetrack in the city of Arcadia. Our family has just celebrated one year of existence in our new home.

Ten years ago, The Los Angeles County Arboretum, located in Arcadia, CA found themselves in a similar situation. After having three new concessionaires lasting only one year each, our company was once again asked to submit a proposal to operate the only existing food concession on the 128 acre grounds and also be responsible for all catering that takes place. Our relationship and business at this location has been one of our families' proudest accomplishments and success. With hard work and a committed staff, we have been able to turn around the idea of "park concessions". On a daily basis, offering the style of food (homemade soups, salads, wraps and sandwiches) that our

company is known for as well as incorporating daily specials and specialty items from "the Garden" helped us to not only capture the attention of our daily patrons but made such an impact that we now are the exclusive onsite caterers to the botanic garden. The company caters all special events, outdoor concerts, wedding receptions and conference meetings that take place within the garden. We have a strong family network. It is understood that we all are needed and therefore pull from this workforce as needed.

None of the listed ventures would have been possible without the original brick and mortar location of our first location-The Fresh Gourmet in San Marino. It's a quaint intimate café that offers sit-down lunch and catering services for local businesses and private groups/clients. The restaurant opened its doors in 1995 and still remains a fixture in the community. We work strongly as a network. Relying on one another's strengths.

Proposed Staffing and Project Organization

It has been our experience in the past that it is highly important that as a family we gain an understanding of any new venture. We have been most successful because of our strength in numbers. Each of us has our strong points. Norma and myself have the formal culinary training and experience. Carlos, my partner and co-owner has the financial understanding of the business side of matters. He has a background in budget, marketing, operations and human resources from his previous job as a principal of two private schools. Since he has been on board full time with The Fresh Gourmet three years ago, he has put measures in place to improve our business café and catering operations in the technological sense as well as expanded our marketing and sales department that has helped us grow into the future. We have two sales representatives (Carlos included) that have helped with keeping our clients well informed with catering menus, proposal and invoices on a timely manner and has kept clients happy and returning for future catering events. I mention our personnel and key individuals because we plan on being very hands on and helpful in all dimensions of our business. We desire to know the clientele and their needs. We only hope to win a committed base of guests and clients to the park with our multi-dimensional cuisine and fantastic customer service. We realize that getting to know the guests and their needs does this best. We do not want this "reported" back to us by employees. We want to be on the frontlines. We have never failed at this and in fact have been able to turn around struggling concessions with this method.

We of course, will need to have other support staff work alongside us. We intend to pull from existing employees that have worked with our company. It is also our intent to potentially hire some prospective individuals from within the city. Thus, promoting jobs to individuals as well as gaining experience/familiarity from those that live within the city. We also intend to be a part of business clubs in the area to possible promote catering opportunities as well as help surrounding businesses get familiar with their neighbor, Heritage Park.

It is our intention that all members will play an integral part in the opening and operations of Heritage Park. Taking responsibility of those areas that we are currently fulfilling in our other locations.

Co-owner's Nicole Olivas and Carlos Manjarrez will make the majority of the business and operating decisions.

Nicole Olivas-Owner/Chef, LA County Arboretum, 20 years experience.

1. Clive Kelly, Committee Chair, Holy Angels School Auction
Phone: (626) 447-6312
2. Brittany Levesque, Sales Representative, Dolphin Rentals
Phone: (626) 795-5131

Carlos Manjarrez-Owner/Sales and Operations, The Fresh Gourmet, 12 years experience

1. Ben Escobedo, Political Consultant
Phone: (626) 716-1053
2. Spencer Davis, LA County office of Education
Phone: (562) 401-5486

It is also our desire to gain a better idea of what hours of operation will be most convenient to the clientele base as well as financially profitable. We look forward to opening on the weekends and at an earlier time with the intent of capturing a morning/breakfast clientele. We also understand that permission with the guidance of the park and city management will be sought before any changes be made.

Work Approach

Early on, our business adapted the idea of being hands on. We have been accused of "caring too much". We may not get as many days off or vacations as some. In fact, hardly any. This hands-on approach is what has made our company so successful. It has also allowed our family and company the opportunity to step into this exact same situation more than once and turn a struggling concession, into a thriving business.

I will never forget the Memorial Weekend that we spent cleaning the kitchen of Hollywood Park. I was covered in grease and dirt, with tears in my eyes. I felt so overwhelmed by the mess! I had no idea that the opportunity there was going to train us for what was only ahead for our company. Turning struggling/failing concessions around and creating a thriving business with solid clientele following and good food.

One of the most important aspects to the work approach will be trying new ideas and evaluating the success of those ideas. We have some key areas that we will concentrate on, if given the opportunity to do so:

- **Change of Operational Hours:**

It is our intent to open the Heritage Park for breakfast and open for business on the weekends. Without any knowledge of what may be, we would like to open the café at an earlier time to see if there is a need for breakfast service to those in the park or the neighboring businesses. We would also like to see what the need

for weekend hours will be like as well. It is our experience now, that our busiest days at The Arboretum are Saturday and Sunday. Given the fact that most patrons have time to enjoy the park on the weekend, rather than a weekday.

- **Organize a weekday take-out dinner service:**

Given the fact that Heritage Park neighbors existing businesses and resides in a business park, we would like to organize a weekday take-out dinner service. A monthly dinner calendar will be offered with the daily dinner special. Dinner orders may be called in or ordered in person, then picked up at a later time near the end of the business day. Take-out dinner service fills a great demand for the working individual or head of household. It's a healthier alternative to fast food and is about as close to home-cooked. It is an idea that has not been tapped into yet with this market. Individuals are starving for a good home-cooked meal. It's an idea that could create more business then even the daily frequency of the daily clientele to the park.

- **Catering Wedding Receptions/Special Events:**

One of the most positive aspects of our business is that we are ideally two businesses in one. Some businesses understand the operations of a restaurant or understand the operations of a catering company. With our business, you get both. The issue at the LA Arboretum was that they would contract a business that operated a fine café but could not handle the catering. Or a fine catering company, but they did not understand the operational needs of a daily café business. Our company does both now! We operate both concession and a catering company & staffing. We do this at The LA Arboretum, we did this at Hollywood Park and we also offer offsite catering based from our San Marino location.

With this experience, we hope to tap into the potential business available at The Heritage Park. Being included in the Preferred Vendor List is only an asset to the business. We understand how important it is to represent the park while also accommodating guests and the client. Both work hand in hand.

We also look forward in being included on Special Event Days in the Park. We have plenty of experience with concessionary foods and portable outlets for such days. Portable food booths and concession stands are successful on crowded days because of it's convenience in allowing patrons to receive quick bites, beverages, or specialty items to be purchased without the demand solely on the café. We understand that park management approval for all portable stands would be sought prior to event.

Our experience at The Arboretum has also allowed us an opportunity to work closely with park management on collaborating ideas for creating "New" special events. Together we saw a need to offer an Easter & Mother's Day Brunch. We created a Father's Day BBQ and have worked closely with Supervisor Michael Antonovich's office on a Family Concert Day. We hope that given the opportunity to serve at Heritage Park will also give us a better insight into the community. We hope that experience and desire to serve will allow for there to be a dialogue of ideas between our company and that of park management.

Client Reference

- Anthony Quan- STEM Consultant, LA County Office of Education
Phone: (562) 922-6896
Email: Quan_Anthony@Lacoe.edu
- Raina Martinez, Development and Donor Relations, Foothill Unity Center
Phone: (626) 358-3486 Ext. 311
Email: Raina@FoothillUnityCenter.org
- Elva Espinoza, Executive Secretary, Department of Parks and Recreation, County of Los Angeles
Phone: (213) 381-8347
Email: EEspinoza@Parks.LACounty.gov

Websites

The Fresh Gourmet Website: www.thefreshgourmet.com

The Peacock Café Website: www.peacockcafearcadia.com

Rights To Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Concessionaire that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

Proposal for Heritage Park Food Concession

Maricela Balderas
Director of Community Services
Gus Velasco Neighborhood Center
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670

From: Lascari's & Sons' Inc.
Annette Wren
14104 Lambert Rd.
Whittier, CA 90605
Lascaris02@lascarisdeli.com
562.698.5899

EST. 1970
Lascari's
ITALIAN

RECEIVED
MAR - 7 2013
G.V.N.C.

March 7, 2018

A. Letter of Offer

To: Maricela Balderas
Director of Community Services
City of Santa Fe Springs

Dear Ms. Balderas,

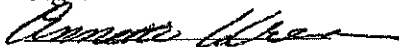
Thank you for this opportunity for Lascaris & Sons, Inc. to expand our sales and share our products with the City of Santa Fe Springs by allowing us to be accessible to the industrial parks staffing that surrounds the beautiful Heritage park as well as the many visitors that are there daily.


Lascaris Italian Deli is located at 14104 Lambert Rd., Whittier, 90605. Our direct phone number is 562.698.5899. My name is Annette Wren. I am the contact person for this Concessionaire. I reside at 8028 San Lucas Dr., Whittier, Ca. 90605 My cell phone is 562.237.4296 I am a share holder of Lascaris & Sons, Inc. I am the GM of the Lascari's Lambert location.

I am aware that this proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal on March 7, 2018.

I acknowledge that Lascari's & Sons, Inc. are obligated by all addenda to this RFP.

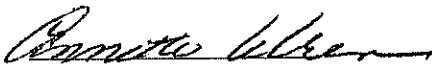
Signature to bind Lascaris & Sons, Inc. to the terms of proposal. -



 This is a signed statement that all information submitted with the proposal is true and correct.

I'd like to thank you again for this opportunity to add our business to the City of Santa Fe Springs.

Lascari's & Sons, Inc.
Annette Wren
Lascaris02@lascarisdeli.com
562.698.5899



B. Qualifications of the Firm

Lascari's & Sons, Inc. DBA: Lascari's Italian EIN: 95-4387117 Incorporated in 1995
Lascari's & Sons, Inc. is made up of two locations plus the Corporate office. Presently we carry 119 employees.

Our current operations include a quick service delicatessen, a full service restaurant, a full service catering department with offsite licensing for alcohol sales, a Meals on Wheels program that runs Monday thru Friday. We also have a fifteen car delivery fleet with hot ovens in every vehicle for home and corporate orders.

Lascari's & Sons, Inc. is currently withstanding excellent financial conditions with sales tracking 7M and running a profit margin of 10%. There are no pending litigations or lawsuits currently that would impede us operating at the location Heritage Park Café.

The following previous food concessions in which Lascaris & Sons, Inc. have worked with other sub consultants are as follows.

*The City of La Habra Heights Concert in the Park

Lascari's has been a vendor for this yearly event for the past 7 years. We provide a pasta bar where each customer's dinner is created on site and prepared to order based on the ingredients of the customer's choices. We also sell individual Pizzas at these events which are contained hot in our heated vehicle ovens.

Contact: Jennifer Jones

Address: Hacienda Park, La Habra Heights, 90631

Phone: 562.690.6363

*The City of Whittier Concert in the Park

It is the same set up as we offer to the City of La Habra Heights. This event is always a success and we frequently have our customers come into our store and ask if we will be there for a certain concert, so they can pre plan where they are going to eat when they go to the park. We offer the pasta bar and pizza as well at these events.

Contact: Erin

Address: Parnell Park, Whittier, 90605

Phone: 0562.567.9999

*East Whittier Middle School Instrumental Music Program

Every October the music program hosts a Octoberfest that runs 3 days in a row. They have thousands of people attend over the 3 days. As one of the main vendors at this event, I sell pre-packaged hot meals of Spaghetti and meatballs, Chicken Alfredo and Mac n Cheese along with individual Pizzas. These community events also receive a donation back from Lascari's & Sons.

Contact: Deborah Carnahan

Address: East Whittier Middle School, Catalina Ave, Whittier, 90605

Phone: 562.481.8191

Lascari's & Sons is a stable company with multiple locations and a large staff that can provide staffing for the locations as well as provide staff for multiple offsite catering events planned for the same date. We are pleased to offer a secure, caring staff that will make the Heritage Park Café a priority in servicing.

C Proposed Staffing and Project Organization

To begin the Heritage Park Café we will have 4 key employees that will provide food service. With the high experienced staff being provided, the service should run smoothly and additional staff will be added, with the city's acknowledgement as needed.

Name: Julian Gutierrez

Years of Service: 18 years

Title: Head Chef / Kitchen Manager

References: Anthony Delgado 951.858.1331; Dianne Westreicher 562.332.8412;
Roberto Sanchez 562.393.2513

Name: Heather Licata

Years of Service: 19 years

Title: Manager

References: Cindy Yamamoto 562.447.6221; Marissa Unger 714.944.5923;
Kelly McMinn 562.777.5849

Name: Amanda Lascari

Years of Service: 8 years

Title: Manager

References: Joseph Weber 562.458.5865; Brenda Nunez 562.587.8176;
Sarah Cantu 562.713.3098

Name: Stephanie Seavers

Years of Service: 3 years

Title: Catering and in house staff

References: Vanessa Magana 562.360.6320; Danielle Arce 562.587.8230;
Allison Wren 562.325.2605

D Consultants and/or Sub-Consultants

Lascaris & Sons, Inc. is taking full responsibility for all services at the Heritage Park Café. There will be no assignment of any aspect of this concession without prior notification and authorization of the City. Lascari's is looking forward to working side by side with the City to meet the needs expected of the Heritage Park Café.

E Work Approach

Lascari's & Sons, Inc. will operate with full responsibility the food service concession area at Heritage Park. We would like to call it *Lascari's at the Park*, if the City of Santa Fe Springs would allow. We are in understanding of the equipment provided and are aware that any equipment we need to add will be at our cost, with the approval of the city to include the equipment into the Café.

Lascari's will offer fresh products daily that are of the high quality we already offer to our current customers at our standing locations. We take pride in our menu items and always work to ensure our products are of the highest standards.

Lascari's holds great pride in carrying high cleaning standards at our locations, and will ensure that the Café will be kept in the highest level of cleanliness and in compliance with the City of Los Angeles County Department of Public Health.

Upon being accepted as the Concessionaire for the Heritage Park Café, Lascari's will submit a menu for the city's approval on items and pricing.

Lascari's agrees to all the Scope of Services required by the City of Santa Fe Springs. Lascari's is aware of the monthly rental of \$500.

F Client References

Hacienda Heights Concert in the Park

Contact: Jennifer Jones

Address: Hacienda Park, La Habra Heights, 90631

Phone: 562.690.6363

City of Whittier Concert in the Park

Contact: Erin

Address: Parnell Park, Whittier, 90605

Phone: 562.567.9999

East Whittier Middle School Instrumental Music Program

Contact: Deborah Carnahan

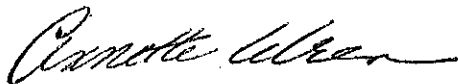
Address: East Whittier Middle School, Catalina Ave, Whittier, 90605

Phone: 562.481.8191

H Lascari's & Sons, Inc. is aware all responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by Lascari's are submitted as part of the proposal and upon receipt by the City, become the City property.

Thank you for the opportunity to be a part of the City of Santa Fe Springs Heritage Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Annette Wren". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lascari's & Sons, Inc.

Annette Wren

lascaris02@lascarisdeli.com

562.698.5899

HERITAGE PARK FOOD CONCESSION CONTRACT

This Concession Contract, made and entered into this by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and The Fresh Gourmet Inc., hereinafter referred to as the "Concessionaire."

WITNESSETH THAT:

WHEREAS, the City owns a food concession at Heritage Park at 12100 Mora Drive, Santa Fe Springs, California and

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a concession to the Concessionaire for the purpose of operating a food service located in said Heritage Park, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions hereinafter contained, the parties do hereby agree as follows:

1. The City hereby grants to the Concessionaire the right to the use and operation of a food service concession in the food service area at Heritage Park located at 12100 Mora Drive, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof. The City reserves the right to make modifications to the equipment list pursuant to reviewing the Concessionaires' equipment needs.
2. The Concessionaire shall have the privilege of operating a food and refreshment concession at said catering kitchen, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
3. For the purpose of this Agreement, the "food and refreshment concession" shall be deemed to include menu items approved by the City.
4. The Concessionaire agrees that the sale, use of or possession of beer or other alcoholic beverages during weekday lunch service hours on the premises is expressly prohibited.
5. The term of this Contract is three (3) years beginning the first day of food service operation.
6. The Concessionaire agrees to pay a monthly rental fee of five hundred dollars (\$500.00) per month to the City not later than the sixth (6th) day of the calendar month. Concessionaire agrees to pay a late charge of \$25.00 for every 5 days after the date the rent is due.
7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Director of Community Services or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without the prior approval of the City or its Director of Community Services.

8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and the Director of Community Services.
9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
10. The Concessionaire will market and promote the business at his own expense.
11. The Concessionaire agrees to maintain the premises in a neat, clean and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a party hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Director of Community Services, or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Director of Community Services determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
12. The use of profane or indecent language is strictly prohibited, and boisterous, loud or unsuitable conduct on the part of the Concessionaire, his agents or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City of its Director of Community Services Department shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
13. The Concessionaire agrees to comply with all City and county ordinances, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
14. The Concessionaire agrees that competent persons will be in attendance on the premises operated by him at all times, and that one person will at all times be in charge of the concession, and the Director of Community Services Department shall be notified of the person in charge of the concession.
15. The Concessionaire agrees that he will not, in the operation of said concession, interfere in any way with the general use of the park or other recreational facilities provided by the City for park and recreation purposes, and the Concessionaire agrees that neither he nor his employees or agents will interfere with the public use and enjoyment of the City's park and recreational facilities.
16. The Concessionaire agrees that he will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.
17. The City shall maintain the premises as set forth and described in Exhibit "A."
18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A", or as otherwise provided by the City.

19. The Concessionaire acknowledges that he has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A" or as amended. The Concessionaire further agrees that he will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Director of Community Services.

The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A" or as amended.

20. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.

21. The Concessionaire shall, at his sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.
- B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Maintain a liquor liability policy of \$1,000,000 aggregate and \$500,000 per occurrence. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.
- C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change. Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company with equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Concessionaire does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

21. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents and employees, from all damage, costs or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.
22. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
23. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Director of Community Services. Signs or advertising matter displayed at other places at the Heritage Park catering kitchen indicating where food and refreshments are available shall be erected by the City at its sole cost and expense, and at such places and to such extent as the City may deem necessary.
24. The Concessionaire agrees that upon the expiration of the term hereof, he will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
25. The Concessionaire agrees that he will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
26. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:

- (a) Upon nonpayment of the whole or any part of the amounts agreed upon to be paid to the City by the Concessionaire, and upon receipt of written notice from the City of said termination for said cause;
 - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
 - (c) Upon any court taking jurisdiction of the Concessionaire and his assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
 - (d) Upon the Concessionaire's making any general assignment of his assets for the benefit of creditors;
 - (f) Upon the no-performance by the Concessionaire of any of the covenants, conditions or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
27. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions or agreement herein contained, the City will give the Concessionaire 30 day notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
28. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at his option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
29. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation thereof, or any public letter box and any such notice and the envelope containing the same shall be addressed to the Concessionaire at 12100 Mora Drive, Santa Fe Springs, CA 90670 or such other place as may hereafter be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Community Services Department, City of Santa Fe Springs, 9255 Pioneer Boulevard, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.
30. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

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

CITY OF SANTA FE SPRINGS

By

MAYOR

CONCESSIONAIRE

By

ATTEST:

City Clerk

EXHIBIT "A"

HERITAGE PARK FOOD CONCESSION

LIST OF SERVICES, FACILITIES AND EQUIPMENT PROVIDED BY CITY

1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware and kitchen appliances owned by the City.
2. City-provided appliances:
 - Hoshizaki Refrigerator
 - Hoshizaki Refrigerator
 - Hoshizaki Freezer
 - Hoshizaki Ice Machine
 - Wolf (6) burner oven
 - Onnerton flat top grill
 - Fire suppression system with ventilation hood
 - (2) Rolling Stainless Steel Prep Tables
 - (2) Stationary Stainless Steel Prep Tables
 - Set of three lockers
 - (3) aluminum storage shelf units
 - Three compartment stainless steel sink
 - Single basin prep sink
 - Hand wash sink
 - Mop sink
 - (3) aluminum wall hung shelf unit
 - (10) round glass-top tables
 - (46) matching chairs
3. Provide weekday access to the kitchen and its equipment, as well as overnight and weekend storage.
4. Provide Concessionaire periodic use of the electronic sign board.
5. Provide utilities except for phone.
6. Provide use of the Heritage Park logo and a page on the City's web site under Parks & Recreation Services Division.

EXHIBIT "B"

SUMMARY OF CONCESSIONAIRE RESPONSIBILITIES

1. Offer daily specials, holiday-themed
2. Maintain a membership in the Santa Fe Springs Chamber of Commerce and take advantage of opportunities to promote the concession where possible.
3. Use of high quality breads, salads and meats. Have all food items made fresh when ordered. Maintain kitchen facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
4. Submit to the City a menu plan and prices for approval.
5. Provide a telephone line, separate from the park's phone service, for use in the concession by Concessionaire's representatives.
6. Operate a food service concession from the hours of 11:00 a.m. to 2:00 p.m., Monday through Sunday.
7. Pay to the City \$500 per month for the use of the kitchen space for the duration of contract.
8. Submit to the City for approval all plans for graphics, advertisements or signs that relate to the Heritage Park food concession.
9. Provide and supervise employees in the concession who are acceptable to the Director of Community Services Department or her designated representatives.
10. Keep the kitchen area and eating area (tables and chairs) clean and in compliance with City and County sanitation and safety regulations. Remove trash from the area when maintenance staff is on duty.
11. Provide the City with County inspection notices and rating information.



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Approval of Agreement between the City of Santa Fe Springs and Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) to conduct Voter Surveys for the ballot measure.

RECOMMENDATION: That the City Council:

- Approve the agreement with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) to conduct voter surveys to determine community support for the sales tax measure; and
- Appropriate \$24,850 from General Fund reserves.

BACKGROUND

On March 8, 2018, the City Council authorized the City Manager to execute an agreement with TBWB to prepare informational materials and other services associated with the transaction and use tax ballot measure being considered at the November 2018 general election. In conjunction with TBWB, FM3 would conduct surveys to determine voter support for the ballot measure. While the transaction and use tax measure being proposed is a general tax traditionally requiring majority approval (51%), due to an initiative being circulated that would require supermajority approval of all local tax measures (67%), the City would like to determine what percent of voters would support the ballot measure. FM3's services would provide this information. The polling will be conducted by a 20-minute baseline telephone and email survey of 300 interviews with randomly selected voters conducted in both English and Spanish. FM3 has worked with neighboring cities such as Downey, Bellflower and Pico Rivera conducting surveys related to their ballot measures.

FISCAL IMPACT

The cost for FM3's proposal services was originally not budgeted, therefore, we are requesting an appropriation of \$24,850 from the General Fund reserves.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a stylized flourish.

Raymond R. Cruz
City Manager

Attachment(s)

1. FM3 Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
FAIRBANK, MASLIN, MAULIN, METZ AND ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of April, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City"), and FAIRBANK, MASLIN, MAULIN, METZ AND ASSOCIATES, a California corporation ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to election consulting services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B" attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Notwithstanding the foregoing, Consultant's total compensation shall not exceed \$25,000.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the Project Schedule agreed to by the City and Consultant. 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. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending on or about November 15, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Fairbank, Maslin, Maulin, & Metz
12100 Wilshire Boulevard
Ste. 350
Los Angeles, CA 90025

Tel: (310) 828-1183
Attn: John Fairbank

IF TO CITY:

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

Tel: (562) 868-0511
Attn: Janet Martinez, City Clerk

Courtesy copy to:

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

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless

from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which

Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Raymond R. Cruz

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
COMPENSATION

Baseline: N=300, 20 min, Dual mode, English & Spanish: **\$24,850**

Tracker: N=300, 15 min, dual mode, English & Spanish: **\$23,750**

EXHIBIT C

EXHIBIT D

EXHIBIT E



City of Santa Fe Springs

City Council Meeting

April 12, 2018

NEW BUSINESS

Approval of the following additional position: Human Resources Analyst

RECOMMENDATION

That the City Council approve an additional position within the existing Human Resources Analyst classification.

BACKGROUND

The Human Resources Division of the Finance and Administrative Services Department over the past several years has been staffed by three full-time classifications. The core services provided include the full range of personnel actions for over 300 employees including: recruitment and selection; discipline and terminations; employee benefit administration, including workers' compensation; employee development; state and federal law compliance; and labor relations/negotiations.

Over the past few years there has been several changes to state and federal law mandates such as the Affordable Care Act, a series of minimum wage increases, Paid Sick Leave, and other leave entitlements. Additionally, organizational changes and employee turnover within the City have substantially increased the workload. This is a critical situation as the Human Resources Division cannot maintain the oversight of these changes with the current staffing level. The error rate has greatly increased due to the increased workload exposing the City to potential liability. As such, Staff proposes an additional Human Resources Analyst position within the existing classification. Currently, one other Human Resources Analyst position is authorized and, if this recommendation is approved, a total of two such positions would be authorized.

FISCAL IMPACT

The initial annual salary and benefits cost will be approximately \$91,000 with ongoing costs estimated at \$107,000 (salary Step E). The costs will be incorporated into the FY 2018-19 and future budgets. If approved, a recruitment will be initiated and, in the event that a candidate is hired prior to June 30, 2018, adequate savings from vacancies exist within the Human Resources budget to cover any FY 2017-18 costs.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by the word "for" in a cursive script.

Raymond R. Cruz
City Manager

Attachment(s)

Human Resources Analyst classification specification

Report Submitted By: Travis Hickey and Debbie Ford
Department: Finance and Administrative Services

Date of Report: April 5, 2018
ITEM NO. 18

**CITY OF SANTA FE SPRINGS
HUMAN RESOURCES ANALYST**

Unit: Confidential

Job Code:

FLSA Status: Non-Exempt

Date Prepared: 1/1/14

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, oversees employee benefits, including retirement, medical, life, and deferred compensation; processes and monitors workers' compensation claims; assists with various recruitment activities.

SUPERVISION RECEIVED:

Receives general supervision from the Human Resources Manager.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Processes and monitors workers' compensation claims; prepares workers' compensation reports and tracks claims; acts as liaison to other City staff, claims adjusters, investigators, doctors, and attorneys.

2. Oversees employee benefits including retirement, medical, dental, LTD, life, and deferred compensation; processes new enrollments, changes, retirements; acts as liaison with brokers and providers.
3. Assists in planning and coordination of recruitment and selection activities with City departments including composing job bulletins and recruitment information; coordinating advertisement and placement; administering testing and interviews; responds to requests and inquiries regarding employment opportunities.
4. Assists in negotiations with employee organizations; provides data to lead negotiator and assists in developing negotiating strategies.
5. Monitors, screens, and evaluates applications; coordinates and participates on oral interview boards; explains policies and procedures to applicants; prepares and maintains eligibility lists.

C. Other Job Specific Duties

1. Prepares and tracks employee performance appraisals; maintains service awards and safe driver database.
2. Conducts surveys and other studies regarding classification, salary, benefits, policies, and practices of city departments and agencies; responds to salary and benefits surveys.
3. Provides assistance and advice to employees and supervisor regarding personnel policies, procedures, and employee programs.
4. Oversees volunteer program; processes volunteer candidates; acts as liaison to other departments; updates volunteer database.
5. Processes vision reimbursement forms and computer loan applications.
6. Inputs new employee information into the payroll system; prepares personnel action forms for new hires, promotions, step increases, salary adjustments, and other payroll related items; conducts new employee orientations.
7. Maintains confidential files such as personnel, workers' compensation, and benefits files.
8. Prepares a variety of correspondence and reports; prepares and updates forms and manuals.
9. Arranges and coordinates meetings; attends various meetings and committees.
10. Plans and coordinates training and development programs for City employees.

11. Receives, screens, and distributes departmental mail and screens incoming calls in absence of the support staff.
12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Principles and practices of human resources administration.
Techniques of recruitment and interviewing.
Departmental policies and procedures.
Federal, state, and local laws, codes, and regulations.
English usage, spelling, grammar, and punctuation.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Interpret, apply, and explain federal, state, and local policies, procedures, laws and regulations pertaining to human resources administration.
Gather and analyze statistical data.
Develop reports and analysis.
Prepare clear, concise, and accurate reports.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- Bachelors degree in business administration or a related field.
- Three (3) years professional experience in workers' compensation and recruiting; some experience in position classification and compensation.
- HR Academy certificates preferred.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*



City of Santa Fe Springs

City Council Meeting

April 12, 2018

PROCLAMATION

Proclaiming April 15-21, 2018 as "National Volunteer Week" in Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the week of April 15-21, 2018 as "National Volunteer Week" in Santa Fe Springs.

BACKGROUND

National Volunteer Week was established in 1974 as a way to inspire, recognize and encourage people to seek out resourceful ways to engage in their communities. This week is about demonstrating to the nation that by working together, we have the strength to meet our challenges and accomplish our goals.

Five years ago, the City of Santa Fe Springs' Department of Community Services launched a volunteer program. Since then, the program has grown to approximately 150 active teen and adult volunteers in our City. Through their volunteerism at events and programs such as the Haunted House, Santa Float, Holiday Basket Programs, Adult & Youth Sports, Adult & Children's Literacy, and numerous other activities (including our advisory boards and committees), volunteers have enriched the lives of countless children and adults in Santa Fe Springs. Last year alone, our volunteers worked approximately 8,500 hours combined, amounting to approximately \$85,000 in labor savings for the City.

In order to encourage our community members to come out and volunteer, as well as to provide them a means to perform service, the City is hosting a Day of Service at the Gus Velasco Neighborhood Center on Saturday, April 14, 2018 from 8-10 a.m. Many volunteers have already signed up to lend a hand to this project.

National Volunteer Week is not only our opportunity to celebrate our volunteers, but to enable them to continue sharing their ideas, practices, and stories – wherever they happen. It promotes working together and taking action to help those in need. The City of Santa Fe Springs, along with other municipalities and agencies across America, will be celebrating volunteers for their service and acknowledging them for their extraordinary work in their communities. The City will be hosting a Volunteer Recognition Reception on Friday, April 13 at Town Center Hall from 6-8 p.m. Volunteers will receive a certificate for their commitment to service. The evening will be dedicated to them for their support in helping the City accomplish many of our program goals.



City of Santa Fe Springs

City Council Meeting

April 12, 2018

Volunteers perform vital functions in our community and, therefore, the City wishes to recognize our volunteers for their time, effort, and commitment by proclaiming April 15-21, 2018 as National Volunteer Week in Santa Fe Springs.

The Mayor may wish to call upon Joyce Ryan, Library Services Division Director, to assist with the presentation of the proclamation to recognize City volunteers.

Raymond R. Cruz
City Manager

Attachment

Proclamation – National Volunteer Week

(If the title of your report is long, please start here)
Title of Report

Page 3 of 3

Report Submitted By: Joyce Ryan/Maricela Balderas
Department of Community Services

Date of Report: April 5, 2018

ITEM NO. 26A

WHEREAS, the City of Santa Fe Springs' volunteer program is a vital function in our community; and

WHEREAS, through their volunteerism at events and programs such as the Haunted House, Christmas Santa Float, Holiday Basket Programs, Sports, Adult & Children's Literacy, and numerous other activities, volunteers have enriched the lives of countless children and adults in Santa Fe Springs; and

WHEREAS, Santa Fe Springs volunteers are part of the country's volunteer force of over 63 million. Our City government could not function without volunteers who serve on our boards, commissions, and committees; and

WHEREAS, municipalities, volunteers, and supporters across America are celebrating National Volunteer Week; and the City of Santa Fe Springs wishes to recognize all the volunteers for their time, effort, and commitment to serve the residents and our City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim April 15 through 21, 2018 as

“NATIONAL VOLUNTEER WEEK”

In Santa Fe Springs and urge my fellow residents to volunteer and make a difference in our community.

DATED this 12th day of April 2018

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

April 12, 2018

PRESENTATION

Proclaiming the Month of April 2018, as DMV/Donate Life Month in Santa Fe Springs

RECOMMENDATION

That the City Council designate the Month of April 2018, as "DMV/Donate Life Month in Santa Fe Springs."

BACKGROUND

In recognition of National Donate Life Month, the California Organ and Tissue Donor Registry encourages others to become organ and tissue donors, by registering on-line, or when they apply for, or renew, their driver's license or I.D. card. More than 118,000 individuals nationwide and more than 21,000 Californians are currently on the national organ transplant waiting list. In addition to there being a need for organs and tissue donors, the nation is also in urgent need of blood and marrow donors.

The Mayor has invited representative from the Donate Life Run/Walk to be at the Council meeting to receive a proclamation declaring April 2018 as "DMV/Donate Life Month" in Santa Fe Springs.

Raymond R. Cruz
City Manager

Attachment:
Proclamation

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 118,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 22 people die each day while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California; and

WHEREAS, at any given time, 6,000 patients are in need of volunteer marrow donors; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and

WHEREAS, over twelve million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

NOW, THEREFORE BE IT RESOLVED that in recognition of *National Donate Life Month*, the month of April 2018, is hereby proclaimed as,

"DMV / Donate Life California Month"

In the City of Santa Fe Springs, and in doing so the Mayor encourages all residents to check "YES!" when applying for or renewing their driver's license or ID card, or by signing up at www.donateLIFCalifornia.org or www.doneVIDAcalifornia.org

Dated this 12th day of April, 2018

Jay Sarno, Mayor

ATTEST:

Janet Martinez, City Clerk



APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: None

Recent Actions: None.

Amistado for

Raymond R. Cruz
City Manager

Attachments:

Committee Lists

Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

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 2/2/18

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

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	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)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Vacant	

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 2/2/18

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

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

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

Organizational Representatives: Nancy Stowe
(Up to 5) Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

updated 3/26/18

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	AJ Hayes	6/30/2019

Committee Representatives

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

Council/Staff Representatives

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

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

updated 10/12/17

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
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	

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

updated 2/2/18

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	Vacant	(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)
	Vacant	(19)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

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	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**Indicates person currently serves on three committees*

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	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	Vacant	
	Marcella Obregon	(19)
	Vacant	(18)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

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

Membership: 5

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

APPOINTED BY

NAME

Moore

Bryan Collins

Rounds

Johana Coca

Sarno

Alma Martinez

Trujillo

AJ Hayes

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

updated 2/2/18

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)
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)
	Vacant	(18)