

AGENDA

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

February 28, 2019 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

John Mora, Councilmember Annette Rodriguez, Councilmember Joe Angel Zamora, Councilmember William K. Rounds, Mayor Pro Tem Juanita Trujillo, Mayor

<u>Public Comment:</u> 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.

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

City of Santa Fe Springs

Regular Meetings

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1. CALL TO ORDER

2. ROLL CALL

John Mora, Councilmember Annette Rodriguez, Councilmember Joe Angel Zamora, Councilmember William K. Rounds, Mayor Pro Tem Juanita Trujillo, Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

- a. Minutes of the January 24, 2019 Public Financing Authority
 - **Recommendation:** That the Public Financing Authority:
 - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa</u> Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority:

• Receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

- a. Minutes of the January 24, 2019 Water Utility Authority
 - Recommendation: That the Water Utility Authority:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

Receive and file the report.

NEW BUSINESS

Approval to Lease Water Rights to City of Whittier

Recommendation: That the Water Utility Authority:

- Approve the Agreement for Lease of Annual Central Basin Water Production Rights with the City of Whittier; and
- Authorize the Executive Director to execute the Agreement along with all related documents transferring water rights.

6. Whittier Water Connection Design – Award of Contract

Recommendation: That the Water Utility Authority:

- Approve Adding the Whittier Water Connection project to the Capital Improvement Plan;
- Appropriate \$65,000 from Water Reserve Fund to the Whittier Water Connection project;
- Accept the Proposals; and
- Award a contract to Tetra Tech of San Dimas, California in the amount of \$55,035.00.

HOUSING SUCCESSOR

7. 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 Housing Successor.

Minutes of the January 24, 2019 Housing Successor

Recommendation: That the Housing Successor:

• Approve the minutes as submitted.

SUCCESSOR AGENCY

8. 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 Successor Agency.

Minutes of the January 24, 2019 Successor Agency

Recommendation: That the Successor Agency:

• Approve the minutes as submitted.

CITY COUNCIL

9. 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 January 24, 2019 and January 31, 2019 Regular and Special City Council Meetings

Recommendation: That the City Council:

Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

Recommendation: That the City Council:

- Receive and file the report.
- c. Florence Avenue Street Rehabilitation Final Payment

Recommendation: That the City Council:

• Approve the Final Payment (less 5% Retention) to All American Asphalt of Corona, California in the amount of \$43,320.00 for the subject project.

NEW BUSINESS

10. Renewal of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers
Youth Football and Cheer for the 2019 Season

Recommendation: That the City Council:

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2019 season.
- Authorize the Mayor to execute and sign Use Agreement with Santa Fe Springs 49ers Youth Football & Cheer.
- 11. On Call Bartending and Catering at City Facilities

Recommendation: That the City Council:

- Approve the on call bartending and catering preferred list for both Heritage Park and Clarke Estate facilities.
- 12. <u>Abigail Barraza Foundation (ABF) Request for An Increase in Funding for Events Under Community Promotion and Community Organization Support Budget Accounts</u>

Recommendation: That the City Council:

- Provide staff direction regarding the request by Abigail Barraza Foundation (ABF) for an increase in funding for events under the Community Promotion and Community Organization Support budget accounts associated with all ABF events outlined within this report.
- 13. Approval of Memorandum of Understanding (MOU) Agreement between the City of Santa Fe Springs and Empowered 4 Life Foundation

Recommendation: That the City Council:

- Approve and enter into the Memorandum of Understanding with Empowered
 4 Life
- Authorize the Mayor to execute and sign the Memorandum of Understanding with Empowered 4 Life.
- 14. Carmenita Road & Cambridge Street Approval of Reimbursement and Construction Agreement with Cambridge Springs, LLC for Traffic Signal and Street Improvement Costs Recommendation: That the City Council:
 - Approve the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street; and

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• Authorize the City Manager to execute the agreement on behalf of the City.

CLOSED SESSION

15. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Items 16 - 25 will occur in the 7:00 p.m. hour.

- 16. INVOCATION
- 17. PLEDGE OF ALLEGIANCE
- 18. INTRODUCTIONS
 - Representatives from the Chamber of Commerce
- 19. ANNOUNCEMENTS
- 20. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 21. PRESENTATIONS
 - Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates
- 22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
 - a. Advisory Committee Appointments
- 23. ORAL COMMUNICATIONS

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

- 24. COUNCIL COMMENTS
- 25. 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

<u>February 21, 2019</u>

City Clerk

Date

FOR ITEM NO. 3A PLEASE SEE ITEM NO. 9A

February 28, 2019

Public Financing Authority Meeting

CONSENT CALENDAR

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/19 Outstanding principal at 1/31/19

None \$38,668,258

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: February 19, 2019

2017 Bond Refunding

In December 2017 the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

Raymond R. Cruz

City Manager/Executive Director

FOR ITEM NO. 4A PLEASE SEE ITEM NO. 9A



City of Santa Fe Springs

ITEM 4B

Water Utility Authority Meeting

February 28, 2019

CONSENT CALENDAR

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 1/31/19 Outstanding principal at 1/31/19

None \$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 1/31/19 Outstanding principal at 1/31/19

None \$1,800,000

Date of Report: February 19, 2019

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

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

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

Raymond R. Cruz

City Manager/Executive Director

Water Utility Authority Meeting

February 28, 2019

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Well No. 12 - Packer Testing Hydrogeological Services

The WUA authorized staff to advertise for the installation of packer(s) at Water Well No. 12. The scope of work includes identifying the depths of the test packers to be installed, the number of tests to be performed at each depth, and a technical report that documents the water well packer test process and groundwater sample results at each packer depth. The bids are due February 26, 2019.

Water Rate Study - Request for Proposals (RFP)

The WUA authorized issuing an RFP to perform a Water Rate Study. The Water Rate study proposal is due March 5, 2019. The main objectives of the Water Rate Study are to develop a water rate structure which allows the City to meets its financial obligations, assess the current rate structure, and ensure compliance with the requirements of Proposition 218.

FISCAL IMPACT

Staff will recommend an appropriation for Water Well No. 12 Packer Testing at the time the contract is awarded by the WUA. Staff will request an appropriation at the time the WUA considers awarding a contract to perform a Water Rate Study. The cost for a water rate study is not included in the Fiscal Year 2018/19 Public Works budget. Sufficient funding is available in the Water Reserve Fund for both the Packer Testing and Water Rate Study.

INFRASTRUCTURE IMPACT

The production of quality water from Water Well No. 12 with a cost-effective option is imperative to meeting the City's water needs. The Water Rate Study will assess the current rate structure's performance as a baseline for developing proposed revisions to the water rate structure and rates to encourage efficient use for environmental sustainability.

Raymond R. Cruz Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: February 21, 2019

Water Utility Authority Meeting

February 28, 2019

NEW BUSINESS

Approval to Lease Water Rights to City of Whittier

RECOMMENDATION

That the Water Utility Authority take the following actions:

- Approve the Water Right and Lease Agreement, in substantially the form as attached, with the City of Whittier; and
- Authorize the Executive Director to execute the Agreement along with all related documents leasing the water rights.

BACKGROUND

Due to the Destruction of Water Well No. 1, and with the Well Packer Installation project ongoing at Water Well No. 12, the City forecasts approximately 1,500 to 1,800 acre-feet in excess pumping rights for the current fiscal year.

The City of Whittier is in need of additional water rights and has offered to lease 1,500 acre-feet for the 2018/2019 fiscal year at a price of \$150 per acre-foot (a total of \$225,000). The carryover right will remain with the City of Santa Fe Springs. The amount of \$150 per acre-foot is a competitive figure. The most recent lease of water rights by the City, was to the City of Cerritos in 2017, at a lease amount of \$150 per acre-foot. This revenue will help offset the additional cost to buy Metropolitan Water District (MWD) water for this fiscal year.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

Leasing water rights that the Water Utility Authority (Authority) cannot utilize will provide the Authority with additional revenue to off-set operational costs.

INFRASTRUCTURE IMPACT

The leasing of water rights will not have any impact on City infrastructure.

Raymond R. Cruz Executive Director

Attachment:

Exhibit A – Annual Central Basin Water Production Rights Agreement

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: February 21, 2019

AGREEMENT FOR LEASE OF WATER PUMPING ALLOCATION RIGHTS

THIS AGREEMENT is made and effective as of February 28, 2019, between the City of Santa Fe Springs Water Utility Authority (WUA), a municipal corporation ("Lessor") and the City of Whittier, a nonprofit corporation ("Lessee").

WITNESSETH

WHEREAS, both Lessor and Lessee are parties in that certain Third Amended Judgment dated December 23, 2013 and entered in Los Angeles County Superior Court Case No. 786656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." (the "Judgment"); and

WHEREAS, Lessee has determined that its pumping allocation rights are not sufficient to meet its needs; and

WHEREAS, Lessee desires to lease from Lessor a pumping allocation of 1,500 acre-feet; and

WHEREAS, Lessor wishes to lease to Lessee 1,500 acre-feet of allowed pumping allocation; and

WHEREAS, Lessor has been certified by the Central Basin Watermaster ("Watermaster") to have a pumping allocation equal to or in excess of the amount herein leased to Lessee.

WHEREAS, Lessor warrants it has 1,500 acre-feet of allowed pumping allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 1,500 acre-feet during the period of July 1, 2018 to June 30, 2019.

NOW, THEREFORE, Lessor hereby leases said water rights to Lessee on the terms and conditions hereinafter set forth:

1. WATER RIGHTS LEASED

Lessor hereby leases to Lessee and Lessee takes from Lessor the right to extract water on behalf of the City of Santa Fe Springs WUA from the Central Basin to the extent of an agreed pumping allocation of 1,500 acre-feet for Fiscal Year 2018/2019 and agrees to put the same to beneficial use. Lessee's allowed pumping allocation shall be increased by the amount hereby leased when computing carryover or allowable overextraction pursuant to Part III, Subparts A and B of the Judgment. Lessee shall not by the exercise

hereunder of said right acquire any right to extract water independent of the rights of the Lessor.

2. TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall remain and continue in effect until June 30, 2019.

3. INDEMNIFICATION

- A. Lessee assumes the sole risk for all the exercise of any and all rights conferred on it by this Agreement. Lessee agrees and does hereby indemnify, defend, save, and hold harmless City, and its elected and appointed officials, officers, agents, and employees (collectively, "Indemnified Parties"):
 - 1. From and against loss, damage, liability, claims, costs, and expenses from damage, of any nature, including, but not limited to, bodily injury, occupational disease, death, person injury, property damages, reasonable attorneys' fees and court costs (hereafter "Loss"), arising out of the exercise of any rights conferred hereunder on Lessee; and
 - 2. From and against any and all costs, expenses, or charges which may accrue to any persons furnishing or supplying work, services, materials, equipment or supplies to Lessee in connection with its performance of or rights under this Agreement.
- B. In the event that Lessee and Lessor are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct by Lessee, or by an alleged dangerous condition of property created by Lessee, Lessee shall not be relieved of its indemnity obligation to Lessor by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the Indemnified Parties.

4. PAYMENT

Lessee shall pay to Lessor the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000) for 1,500 acre-feet at a rate of \$150 per acre foot for Fiscal Year 2018/2019. Payment for Fiscal Year 2018/2019 shall be made within thirty (30) days after the effective date of this Agreement.

5. REPORTING

Lessee shall report all of its extractions made pursuant to this Agreement to all agencies to whom such reports must be made, pursuant either to law or to any judgment made and entered in said action. Lessee shall note, in any recording of water production for the period of the Agreement that said pumping was done pursuant to this Agreement.

6. PAYMENT OF ASSESSMENTS

Lessee shall pay all pumping assessments levied on Lessor's water rights by the Water Replenishment District of Southern California.

7. ASSIGNMENT

Lessee shall not assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of Lessor.

8. TERMINATION

In the event of any breach of this Agreement by Lessee, Lessor shall notify Lessee in writing of such breach, and Lessee shall have thirty (30) days in which to cure said breach. Lessor may, but shall not be required to, terminate this Agreement if the breach is not cured.

9. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at such other address as the party may later designate by notice.

To Lessor: City of Santa Fe Springs

Attn: Noe Negrete, Public Works Director

11710 Telegraph Road

Santa Fe Springs, CA 90670

To Lessee: City of Whittier

Attn: Dave Schickling, Public Works Director

13230 Penn Street, Whittier, 90602

10. TRANSMITTAL TO WATERMASTER

Lessee shall transmit a copy of this Agreement to the Watermaster and the Department of Water Resources Southern District Chief upon its execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	CITY OF WHITTIER
	By:
APPROVED AS TO FORM:	
Richard D. Jones CITY ATTORNEY	
	CITY OF SANTA FE SPRINGS
	By:Raymond R. Cruz EXECUTIVE DIRECTOR
APPROVED AS TO FORM:	
Richard L. Adams II,	
CITY ATTORNEY	

Water Utility Authority Meeting

February 28, 2019

NEW BUSINESS

Whittier Water Connection Design - Award of Contract

RECOMMENDATION

That the Water Utility Authority take the following actions:

- Approve Adding the Whittier Water Connection project to the Capital Improvement Plan;
- Appropriate \$65,000 from Water Reserve Fund to the Whittier Water Connection project;
- Accept the Proposals; and
- Award a contract to Tetra Tech of San Dimas, California in the amount of \$55,035.00.

BACKGROUND

In 2018, the City contracted Tetra Tech to conduct a hydraulic analysis of the City's existing six-inch connection and determined that it has the capacity to receive 2,000 Gallons per Minute (GPM). By upgrading to an eight-inch connection, the City can increase water capacity to approximately 3,000 GPM.

The proposed eight-inch connection and the ancillary valves, meters, etc. will be much larger than the existing connection and will require demolition of the existing six-inch connection and construction of a new eight-inch connection including vault, meters, control valves, shut-off valve, etc.

The Santa Fe Springs/Whittier Municipal Water connection is located on Rivera Road approximately 130 feet east of Chetle Avenue, and the approximate address is 12055 Rivera Road, Santa Fe Springs, CA 90670.

The following seven (7) companies were sent a notice requesting proposals for this project:

Company		City
1.	Anderson Penna	Newport Beach
2.	PreScience Engineers	Aliso Viejo
3.	SouthStar	Riverside
4.	Onward Engineering	Anaheim
5.	Tetra Tech	San Dimas
6.	AKM	Irvine
7.	Fountainhead Corp.	Anaheim

The City received proposals from the following firms:

Company	City
1. Tetra Tech	San Dimas
2. AKM	Irvine

Report Submitted By:

Noe Negrete

Date of Report: February 20, 2019

Director of Public Works

City staff evaluated the proposal based on criteria that included their qualifications, proposed staffing levels, key personnel, understanding of the scope of work, past experience, and proposed fee schedule. Staff recommend that Tetra Tech be awarded a design contract in the amount of \$55,035.00 to design an upgrade to the Whittier Water Connection.

LEGAL REVIEW

The City Attorney's office has reviewed the professional services agreement.

FISCAL IMPACT

Appropriate \$65,000 from Water Reserve Fund to the Design of the Whittier Water Connection project. Sufficient funding is available from the Water Reserve Funds.

INFRASTRACTURE IMPACT

The Whittier Water Connection Design project will increase water capacity into the City and reduce the dependency on the current connection with the Metropolitan Water District.

Raymond R. Cruz Executive Director

Attachment:

Exhibit A – Professional Services Agreement

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **28**TH day of **February, 2019**, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Tetra Tech, a ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design 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. <u>Scope of Services</u>. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.
- 1.2. <u>Professional Practices</u>. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.
- 1.3. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
 - (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. <u>Non-Discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.
- 1.8. <u>Confidentiality</u>. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Fifty-Five Thousand Thirty-Five Dollars (\$55,035.00).

- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.
- 2.3. 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. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. <u>Excusable Delays</u>. 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

- 4.2. <u>Notice of Termination</u>. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.
- 4.3. <u>Compensation</u>. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the

City or in the possession of the Consultant.

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

5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 - (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. <u>Deductible or Self Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. <u>Certificates of Insurance</u>. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.
- 5.5. <u>Non-Limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

- 6.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
 - 6.2. 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. <u>Project Managers</u>. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

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

IF TO CONSULTANT:

IF TO CITY:

Tetra Tech 160 E. Via Verde, Suite 240 San Dimas, CA 91773-5121 Tel: (909) 305-2930

Attn: Ken Berard, Project Manager

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

Attn: Noe Negrete,

Director of Public Works

- 6.5. <u>Attorneys' Fees</u>. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.6. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.
- 6.7. <u>Assignment</u>. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

- Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.
- Independent Contractor. Consultant is and shall be acting at all times as an 6.9. independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.10. 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. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.12. 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. <u>Conflict of Interest</u>. 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. <u>Responsibility for Errors</u>. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 6.16. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.18. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.19. 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. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.24. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired,

which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

- 6.25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

Title Social Security or Taxpayer ID Number CITY OF SANTA FE SPRINGS Raymond R. Cruz, Executive Director ATTEST: Janet Martinez, City Clerk APPROVED AS TO FORM: Bichard L. Adams II, City Attorney

CONSULTANT

EXHIBIT A REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

Robert Garcia, Project Manager City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Phone: (562) 868-0511, Extension 7545

REQUEST FOR PROPOSALS

SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT

The City of Santa Fe Springs (AGENCY) is soliciting written proposals from qualified firms for the design of the Santa Fe Springs/Whittier municipal water connection. In an effort to increase water service capacity the existing six inch connection will be upgraded to an eight inch connection. The project is located at 12055 Rivera Road, Santa Fe Springs, CA 90670. The work will include the design of construction plans and specifications for a municipal water connection between the Cities of Santa Fe Springs and Whittier.

Proposers are requested to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the RFP Scope of Services.

The AGENCY invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until 3:00 p.m. on Tuesday, January 29, 2019. Interested proposers must submit three (3) copies of their proposal labeled "SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT" to:

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

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 60 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Robert Garcia, Project Manager at (562) 868-0511, ext. 7545.

INSTRUCTIONS TO PROPOSERS

SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT

1. PROPOSED SCHEDULE

DESCRIPTION	DATE/TIME
DESCRIPTION	DALE/IIM

Request for Proposals Released December 26, 2018

Deadline to Submit Questions January 22, 2019 at 4:00 pm

Deadline to Receive Proposals January 29, 2019 3:00 pm

Contract Award February 14, 2019

Notice to Proceed March 4, 2019

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting has not been scheduled for this project.

3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the **Department of Public Works**, City of Santa Fe Springs, by 3:00 p.m. on January 29, 2019.

Consultants must submit three (3) copies of their Proposal labeled: "SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT" to:

Noe Negrete, Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened.

4. DISSEMINATION OF RFP INFORMATION

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to this solicitation. By submitting a proposal, Consultants are deemed to have constructive knowledge and notice of all information pertaining to this RFP.

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued, if any, by the AGENCY in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Robert Garcia, who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org.

B. Clarifications of the RFP

Consultants are encouraged to promptly notify Robert Garcia of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the AGENCY by 4:00 p.m. on Tuesday, January 22, 2019. The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Tuesday, January 22, 2019 will not be responded to.

D. Agency Responses

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on January 23, 2019.

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

The AGENCY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

8. CONFLICT OF INTEREST

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed sub-consultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed sub-consultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Consultant, nor any of its affiliates, proposed sub-consultants, or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Consultant, nor any of its affiliates, proposed sub-consultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the AGENCY who exercises any functions or responsibilities in connection with the referenced projects.

9. <u>KEY PERSONNEL</u>

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful

completion of the referenced project. The Consultant must identify all proposed key personnel in its Proposal. Key personnel must be well qualified and have sufficient experience in the areas described in the Scope of Services.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After an agreement has been executed, the selected consultant may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

10. BASIS FOR AWARD OF CONTRACT

The contract is to be awarded to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications and accreditation in accordance with applicable State and Federal regulations.

11. FEE SCHEDULE

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked.

12. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. Additionally, this Agreement may be terminated for convenience.

13. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

 Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.

- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide Traffic Engineering Services.
- Provide a list of previous projects in which the Consultant and sub-consultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with engineering and design of water treatment systems.
- A statement that key personnel will be available to the extent proposed for the duration of the contract and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the AGENCY. Identify any constraints, conflicts or situations.

D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the AGENCY. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm's business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party Firms in your proposal. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.

F. Client References

List your three (3) most recent similar clients (including name, address, contact person, and phone number). The AGENCY is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. 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 Consultant that are submitted as part of the proposal and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

J. Fee Proposal.

A Fee Proposal shall be provided in a <u>separately sealed envelope and shall comply</u> with the following guidelines:

Two copies of a Fee Proposal shall be submitted in a separately sealed envelope plainly labeled "Fee Proposal" with the name of the Consultant and project title "SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT" shall be presented in a manner that allows the AGENCY to understand the Fee Schedule. The terms and conditions for obtaining 'reimbursable costs' shall be identified in the Proposal.

14. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing (Consultant fees) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION PROCESS

After evaluating all proposals received, the AGENCY will rank the firms and a maximum of three (3) most qualified firms will be invited to an interview with the AGENCY Evaluation Committee, if deemed necessary by the AGENCY.

D. INTERVIEW (If Necessary)

For the interview, the Consultant should have available the project manager and key project personnel to discuss the following:

- Major elements of the proposal
- Proposed project team
- Description of related experience for key project personnel
- Proposed project schedule

E. FINAL SELECTION

The final selection will be the consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing this service, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the proposals received.

15. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

16. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the AGENCY.

The successful Consultant shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.

17. RIGHTS OF THE AGENCY

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. The AGENCY reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- The AGENCY reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any consultant and the AGENCY makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the AGENCY and Consultant, it

shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the AGENCY.

18. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

SANTA FE SPRINGS / WHITTIER MUNICIPAL WATER CONNECTION PROJECT

SCOPE OF SERVICES

PROJECT PURPOSE

The City of Santa Fe Springs is soliciting written proposals from qualified firms for the design of the Santa Fe Springs/Whittier municipal water connection. In 2018, the City contracted Tetra Tech to conduct a hydraulic analysis of the connection and it was determined the City's existing system with a six (6) inch connection has the ability to receive 2,000 GPM. The analysis also ascertained the City could increase receiving water capacity to approximately 3,000 GPM with an upgrade of an eight (8) inch water connection.

The proposed eight (8) inch connection and the ancillary valving, meters, etc. will be much larger than the existing connection. The upgrade/improvement will require demolition of the existing six (6) inch connection and construction of a new eight (8) inch connection including vault, meter, control valve, shut-off valve, etc. In addition, the City would like to upgrade SCADA components. The vault will be in the street and require traffic rating. The City anticipates the use of a precast concrete vault for construction which will be more cost effective than a cast-in-place vault designed and constructed specifically for that location and use.

The Santa Fe Springs/Whittier municipal water connection is located on Rivera Road approximately 130 feet east of Chetle Avenue. The connection is in Rivera Road and the approximate address is 12055 Rivera Road, Santa Fe Springs, CA 90670.

The work will include the design of construction plans and specifications of a municipal water connection between the City Santa Fe Springs and Whittier.

PROJECT SCOPE

The Consultant will need to produce a complete set of construction plans, specifications and estimate. The consultant is expected to complete the following tasks:

Task 1 Meetings / Project Management

Anticipate three meetings (kick-off, 60% Review Comments Mtg., 90% Review Comments Mtg.).

Task 2 Survey

Topographic and cultural survey of approximately 200' of Rivera Road for the width of the apparent right-of-way. Topography will include 1' contours. Cultural items include hardscape features, trees, valve cans, manholes, etc. The survey does not include a right-of-way/boundary survey.

Task 3 Utility Research / Field Walk

Obtain list of potential agencies with utilities from DigAlert. Contact each of the agencies and request their data. Track responses and follow up with non-responsive agencies. After preliminary plans have been prepared, perform a field walk to verify visible superstructures of utilities and other improvements. Look for USA markings (if they exist) and other clues for substructures (such as pavement cuts) in an effort to increase the accuracy of available data.

Task 4 **Permit Assistance**

City of Whittier Encroachment Permit – Coordinate with the City of Whittier and obtain their requirements for an encroachment permit. Submit application and plans if needed. Require the Contractor (in the specifications) to obtain the actual encroachment permit. Include appropriate permit requirements in design (such as pavement replacement requirements). Identify other permit requirements as appropriate (traffic control, work hours, insurance, etc.).

City of Whittier Utilities Coordination – This is assumed to be a submittal & review process. The plans will be submitted to the City of Whittier at the same time as the City of Santa Fe Springs in order to obtain comments.

Division of Drinking Water Approval — Submit plans to DDW for review of compliance with separation requirements. For areas requiring a mitigation, provide the mitigation in the Plans and fill out the appropriate DDW form to explain/justify the mitigation.

Task 5 **Prepare Bid Documents**

Plans – Anticipate 9 drawings including 6 civil/mechanical and 3 instrumentation drawings.

Specifications – The City will provide a boiler plate for front end documents. We will edit the boiler plate including bid items, contract duration, etc.

The technical specifications will be prepared in Greenbook format.

Task 6 Submittals

60% Submittal – The intent of this submittal will be to identify the vault size, vault location, included equipment, piping layout, and demolition and solicit comments

from both the City of Santa Fe Springs and the City of Whittier. Plans must be electronically submitted in PDF. Three (3) full size plans will also be required. A preliminary cost estimate must be submitted.

90% Submittal – After revisions based on the 60% comments, the notes and details must be added to the plans, specifications, and cost estimate. Plans, specifications, and cost estimate must be submitted in PDF, Word and Excel. Three (3) full size plans will be required.

100% Submittal – After the 90% submittal is revised per comments, a 100% submittal is required. The intent of this submittal is a back-check of responses to the 90% comments or to correct any errors. Plans, specifications, and cost estimate will be submitted in PDF, Word and Excel. Three (3) full size plans or half size plans will be required.

Bid Ready Submittal – Electronic files, 1 set of signed mylars, and 1 full-size copy of the plans and specifications to be included.

Task 7 Estimated Construction Costs

Estimate probable construction costs with each of the submittals.

Assumptions

- Bid & Construction Assistance have not been included
- Traffic control plans will not be needed.
- City will provide water, sewer, storm drain, street and other plans as appropriate in the vicinity of the connection.
- Potholing not included as part of the design.
- City will pay for any permit applications fees.

Schedule

Provide a 60% submittal 6 weeks after the kick-off meeting. A 90% submittal will be provided 4 weeks after receiving 60% comments, and a 100% submittal will be required within 2 or 3 weeks after receiving 90% comments. A bid ready submittal will be required within 1 or 2 weeks from 100% comments.

Budget

Provide budget on time-and-materials basis with a not-to-exceed cap. Attach a breakdown of manhours and work tasks, as well as an attachment with billing rates.

All labor and materials related to the Project, including research and materials, shall be the responsibility of the Consultant.

EXHIBIT B CONSULTANT'S PROPOSAL



October 26, 2018

Mr. Robert Garcia City of Santa Fe Springs Public Works Department 11710 Telegraph Road Santa Fe Springs, CA 90670

Reference: Proposal for the design of the Whittier Connection

Dear: Mr. Garcia

Thank you for considering Tetra Tech Inc. for design of the Whittier Connection. We specialize in the planning, design, and construction support of municipal water system infrastructure and we are very familiar with the design of water connections between two municipal systems. In order to keep this proposal concise, we have not included our experience herein, but would be happy to provide it if requested.

Following is our proposal for the subject project as we understand it. If there are any tasks which will not be needed, or if there are additional tasks we have not identified, please let us know and we can make adjustments as needed.

Understanding and Approach

The City of Santa Fe Springs (City) currently has the ability to take about 2,000 gpm from the 6" connection with the City of Whittier. Tetra Tech recently performed a hydraulic analysis that indicated the City's system would have the ability to take about 3,000 gpm from this location, if the location could provide that amount. The City of Whittier has indicated that their system could supply about 3,000 gpm at that location. Therefore, the 6" connection is limiting the City's ability to take up to 3,000 gpm.

The City would like to make improvements to the connection to increase the capacity to 3,000 gpm. This will require improving he 6" connection to an 8" connection. The 8" connection and the ancillary valving, meters, etc. will be much larger than the existing connection, so improvement will require demolition of the existing 6" connection and construction of a new 8" connection including vault, meter, control valve, shut-off valve, etc. In addition, the City would like to upgrade the SCADA components. The vault will be in the street and require traffic rating.

The Whittier Connection is located in Rivera Rd. about 130' east of Chetle Ave. near the City of Whitter/City of Santa Fe Springs boundary. We anticipate the use of a precast concrete vault for construction which will be more cost effective than a cast-in-place vault designed and constructed specifically for that location and use.

We have included in our scope engineering services to provide the design of this connection. We can provide engineering services to assist with bidding and construction upon request.

Scope

1) Meetings / Project Management

We anticipate three meetings (Kick-off, 60% Review Comments Mtg., 90% Review Comments Mtg.). We may want to include the City of Whittier in some or all of these meetings. The meetings are assumed to be at the City or at the City of Whittier.

2) Survey

Topographic and cultural survey of approximately 200' of Rivera Road for the width of the apparent right-of-way. Topography will include 1' contours. Cultural items include hardscape features, trees, valve cans, manholes, etc. The survey does not include a right-of-way/boundary survey.

3) Utility Research / Field Walk

Obtain list of potential agencies with utilities from DigAlert. Contact each of the agencies and request their data. Track responses and follow up with non-responsive agencies. After preliminary plans have been prepared, perform a field walk to verify visible superstructures of utilities and other improvements. Look for USA markings (if they exist) and other clues for substructures (such as payement cuts) in an effort to increase the accuracy of available data.

4) Permit Assistance

City of Whittier Encroachment Permit – Coordinate with the City of Whittier and obtain their requirements for an encroachment permit. Submit application and plans if needed. Require the Contractor (in the specifications) to obtain the actual encroachment permit. Include appropriate permit requirements in design (such as pavement replacement requirements). Identify other permit requirements as appropriate (traffic control, work hours, insurance, etc.).

City of Whittier Utilities Coordination - This is assumed to be a submittal & review process. The Plans will be submitted to the City of Whittier at the same time as the City in order to obtain comments.

City of Santa Fe Springs Encroachment Permit – Submit application and plans if needed. Require the Contractor to obtain the actual encroachment permit. Include appropriate information in bid documents.

Division of Drinking Water Approval – Submit plans to DDW for review of compliance with separation requirements. For areas requiring a mitigation, provide the mitigation in the Plans and fill out the appropriate DDW form to explain/justify the mitigation.

5) Prepare Bid Documents

Plans – We anticipate 9 drawings including 6 civil/mechanical and 3 instrumentation drawings.

Specifications —We assume that the City will provide a boiler plate for front end documents. We will edit the boiler plate including bid items, contract duration, etc.

We will prepare the technical specifications in CSI format. Alternately, if the City has a standard technical specification, we will edit that.

6) Submittals

60% Submittal – The intent of this submittal will be to identify the vault size, vault location, included equipment, piping layout, and demolition and solicit comments from both the City of Santa Fe Springs and the City of Whittier. Notes and detailed information will be minimized. Plans will be electronically submitted in PDF. If desired, 3 full size plans or half size plans will also be included. A preliminary cost estimate will be prepared.

90% Submittal – After revisions based on the 60% comments, notes and details will be added to essentially make a complete document including the plans, specifications, and cost estimate. Plans, specifications, and cost estimate will be submitted in PDF and/or Word and Excel if desired. If desired, 3 full size plans or half size plans will also be included.

100% Submittal – After the 90% submittal is revised per comments, a 100% submittal will be made. The intent of this submittal is a back-check of responses to the 90% comments or to correct any errors. Plans, specifications, and cost estimate will be submitted in PDF and/or Word and Excel if desired. If desired, 3 full size plans or half size plans will also be included.

Bid Ready Submittal – Electronic files, 1 set of signed mylars, and 1 full-size copy of the plans and specifications will be included.

7) Estimated Construction Costs

We will estimate probable construction costs with each of the submittals.

Assumptions

- Bid & Construction Assistance have not been included
- Traffic control plans will not be needed
- City will provide water, sewer, storm drain, street and other plans as appropriate in the vicinity of the connection.
- We have not included any potholes during the design.
- City will pay for any permit application fees.

Schedule

We will provide a 60% submittal 6 weeks after the kick-off meeting. A 90% submittal will be provided 4 weeks after receiving 60% comments, and a 100% submittal will be provided within 2 or 3 weeks after receiving 90% comments. A bid ready submittal will be within 1 or 2 weeks from 100% comments.

Budget

Our budget is time-and-materials with a not-to-exceed cap of \$55,035. Attached is a breakdown of manhours and work tasks, as well as an attachment with our billing rates.

Sincerely,

Hen Beaud Ken Berard, P.E.

Senior Project Manager

KB:mr

Attachment(s)

(M:)Marketing/Proposals/FY2019/SantaFeSprings_WhittierConnection_LTR/2Proposal.doc

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2) Sinyev														3,771				3,771
3) Utility Research / Field Walk					22		10	9	m	m			2,821		44		330	3,195
4) Permits					35	5	. 61		7	00	•		5,004		•			5,004
a. Whittier Encroachment					r,	1	4						755					557
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EXHIBIT C FEE SCHEDULE



EXHIBIT A - SW 2018

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management		Construction	
Project Manager 1	\$195.00	Construction Project Rep 1	\$78.00
Project Manager 2	\$207.00	Construction Project Rep 2	\$85.00
Sr Project Manager	\$235.00	Sr Constr Project Rep 1	\$100.00
Program Manager	\$297.00	Sr Constr Project Rep 2	\$115.00
Principal in Charge	\$310.00	Construction Manager 1	\$165.00
		Construction Manager 2	\$185.00
Engineers		Construction Director	\$233.00
Engineering Technician	\$37.00		
Engineer 1	\$96.00	General & Administrative	
Engineer 2	\$115.00	Project Assistant 1	\$67.00
Engineer 3	\$130.00	Project Assistant 2	\$76.00
Project Engineer 1	\$135.00	Project Administrator	\$95.00
Project Engineer 2	\$165.00	Sr Project Administrator	\$110.00
Sr Engineer 1	\$170.00	Graphic Artist	\$130.00
Sr Engineer 2	\$175.00	Technical Writer 1	\$97.00
Sr Engineer 3	\$210.00	Technical Writer 2	\$124.00
Principal Engineer	\$300.00	Sr Technical Writer	\$155.00
The second second		L. Commercial Trades also	
Planners	#104.00	Information Technology	¢77.00
Planner 1	\$104.00	Systems Analyst / Programmer 1	\$77.00
Planner 2	\$115.00	Systems Analyst / Programmer 2	\$115.00
Sr Planner 1	\$125.00	Sr Sys Analyst / Programmer 1	\$130.00
Sr Planner 2	\$151.00	Sr Systems Analyst / Programmer 2	\$196.00
Sr Planner 3	\$175.00	D :	
D		Project Accounting	\$90.00
Designers & Technicians	ΦC5 00	Project Analyst 1	\$114.00
CAD Technician 1	\$65.00	Project Analyst 2	
CAD Technician 2	\$75.00	Sr Project Analyst	\$155.00
CAD Technician 3	\$90.00	D. L. L. H. W. Coster	
CAD Designer	\$100.00	Reimbursable In-House Costs:	Φ 0.15/Each
Sr CAD Designer 1	\$120.00	Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
Sr CAD Designer 2	\$145.00	Photo Copies (B&W 11"x17")	\$ 0.40/Each
CAD Director	\$150.00	Color Copies (up to 8.5"x11")	\$ 2.00/Each
Survey Tech 1	\$50.00	Color Copies (to 11"x17")	\$ 3.00/Each
		Compact Discs	\$10/each
Health & Safety	407.00	Large format copies	\$0.40 S.F.
H&S Administrator	\$95.00	Computer Usage: not to exceed \$3.55	
Sr H&S Administrator	\$115.00	Mileage-Company Vehicle	\$0.80/mile
H&S Manager	\$145.00	Mileage-POV	\$0.55/mile*
		*current GSA POV mileage rate subject to	change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.

FOR ITEM NO. 7 PLEASE SEE ITEM NO. 9A

FOR ITEM NO. 8 PLEASE SEE ITEM NO. 9A

City Council Meeting

February 28, 2019

CONSENT AGENDA

Minutes of the January 24 and 31, 2019 Special and Regular City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- January 24, 2019
- January 31, 2019

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

Attachment:

Minutes for January 24, 2019

Minutes for January 31, 2019



MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

January 31, 2019

1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 6:01 p.m.

2. ROLL CALL

Members present: Councilmembers: Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds and Mayor Trujillo

Members absent: None

CITY COUNCIL

3. PUBLIC COMMENT

There was no one present to speak during public comment.

Mayor Trujillo recessed the meeting at 6:02 p.m.

CLOSED SESSION

4. PUBLIC EMPLOYMENT

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

Mayor Trujillo reconvened the meeting at 6:33 p.m.

5. REPORT FROM CLOSED SESSION

There was a unanimous vote made by the City Council to appoint Richard Adams II as Interim City Attorney.

6. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 6:35 p.m.

ATTEST:	Juanita Trujillo Mayor
Janet Martinez	Date



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

January 24, 2019

1. CALL TO ORDER

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

2. ROLL CALL

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

Members absent: None

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

a. <u>Minutes of the December 13, 2018 Public Financing Authority Meeting</u> **Recommendation:** That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

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

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

a. Minutes of the December 13, 2018 Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

Approve the minutes as submitted.

Monthly Reports

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

Recommendation: That the Water Utility Authority:

• Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

Receive and file the report.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving Item No. 4A, 4B, & 4C, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

5. PUBLIC HEARING

2015 Urban Water Management Plan – Adopt Addendum No. 1

Recommendation: That the Water Utility Authority:

- Open the Public Hearing and hear from anyone wishing to speak on the matter and thereafter close the Public Hearing; and
- Approve Addendum No. 1 to the 2015 Urban Water Management Plan; and
- Authorize the Executive Director to submit Addendum No. 1 to 2015 Urban Water Management Plan to the California Department of Water Resources.

The Public Hearing was open at 6:04 p.m.

There was no one present to speak on the item.

The Public Hearing was closed at 6:04 p.m.

It was moved by Council Member Zamora, seconded by Council Member Mora, approving Addendum No. 1 to the 2015 Urban Water Management Plan; and authorizing the Executive Director to submit Addendum No. 1 to 2015 Urban Water Management Plan to the California Department of Water Resources, by the following vote:

Aves:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

6. NEW BUSINESS

Water Rate Study – Authorization to Issue a Request for Proposals

Recommendation: That the Water Utility Authority:

 Authorize the Director of Public Works to issue a Request for Proposals (RFP) to prepare a Water Rate Study. It was moved by Council Member Zamora, seconded by Council Member Rodriguez, authorizing the Director of Public Works to issue a Request for Proposals (RFP) to prepare a Water Rate Study, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

7. Water Well No. 12 - Packer Testing - Authorization to Advertise for Bids

Recommendation: That the Water Utility Authority:

 Authorize the Director of Public Works to Advertise a Request for Bids to Perform Packer Testing for Water Well No. 12

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, authorizing the Director of Public Works to Advertise a Request for Bids to Perform Packer Testing for Water Well No. 12, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

HOUSING SUCCESSOR

There were no items submitted to be approved by the Housing Successor Agency

SUCCESSOR AGENCY

NEW BUSINESS

8. Second Amendment to Purchase and Sale Agreement with PPF Industrial, LLC for properties located on the southeast corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield, and amendments to Settlement Agreement and Property Disposition Agreement between the Successor Agency, McGranahan Carlson and Company, and Breitburn Energy Company

Recommendation: That the City Council:

- Adopt Resolution No. SA-2019-01
- Approve the Second Amendment to the Purchase and Sale Agreement with PPF Industrial, LLC 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
- Approve the Third Amendment to the Settlement Agreement between the McGranahan and Carlson, SFSA, Breitburn and the Successor Agency; and
- Approve the Third Amendment to the Property Disposition Agreement between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to adopt Resolution No. SA-2019-01; approving the second amendment to the Purchase and Sale Agreement with PPF Industrial, LLC 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; approving the Third Amendment to the Settlement Agreement between the McGranahan and Carlson, SFSA, Breitburn and the Successor Agency; and approving the Third Amendment to the Property Disposition Agreement between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent:

None

CITY COUNCIL

9. 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.

General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

Recommendation: That the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934, by the following vote:

Aves:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

ORDINANCE OF ADOPTION

10. Ordinance No. 1097 – Adoption of Negative Declaration

An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

Recommendation: That the City Council:

- Adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Adopt Ordinance No. 1097, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, adopt the proposed Negative Declaration which, based on the findings of the initial study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and adopt Ordinance No.

1097, an ordinance of the City of Santa Fe Springs adopting a development agreement (development agreement no. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Truiillo

Naves: Absent: None None

Bus Stop Request – Authorization to Allow Los Angeles County to Operate a Shuttle 11. and Stop at 11819 Burke Street in Santa Fe Springs

Recommendation: That the City Council:

Formally request that the County of Los Angeles operate a shuttle service within the City of Santa Fe Springs and stop in front of 11819 Burke Street in the City of Santa Fe Springs.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to formally request that the County of Los Angeles operate a shuttle service within the City of Santa Fe Springs and stop in front of 11819 Burke Street in the City of Santa Fe Springs, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves:

None

Absent: None

12. Renewal of Use Agreement for Athletic Fields and Facilities with Metropolitan Little League

Recommendation: That the City Council:

- Approve the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for the 2019 season.
- Authorize the Mayor to execute and sign Use Agreement with Metropolitan Little League.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve the use agreement for athletic fields and facilities with Metropolitan Little League for the 2019 season and authorize the Mayor to execute and sign the use agreement with Metropolitan Little League, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves:

None

Absent:

None

Approval of Agreement with Hinderliter, de Llamas & Associates for Sales, Use and 13. Transactions Tax Audit and Information Services

Recommendation: That the City Council:

- Authorize the Mayor to execute an agreement with Hinderliter, de Llamas & Associates for sales, use and transactions tax audit and information services.
- Adopt Resolution No. 9620 authorizing the examination of sales, use and transactions tax records.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, to

authorize the Mayor to execute an agreement with Hinderliter, de Llamas & Associates for sales, use and transactions tax audit and information services; and adopt Resolution No. 9620 authorizing the examination of sales, use and transactions tax records, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent:

None

14. Approval of Salary Modification for the Deputy Fire Marshal Position

Recommendation: That the City Council:

Approve a salary modification for the Deputy Fire Marshal position.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, approving a salary modification for the Deputy Fire Marshal position, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

CLOSED SESSION

15. PUBLIC EMPLOYMENT

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

CLOSED SESSION

16. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: Two (2) properties located at the southwest corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield and 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, 9011-003-978, 8011-003-979, 8011-018-900, 8011-018-901, 8011-018-902, 8011-018-903, 8011-018-904, 9011-018-905, and 8011-018-906.

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director

Negotiation Parties: PPF Industrial, LLC

Under Negotiation: Price and Terms for the Sale of Property

Mayor Trujillo recessed the meetings at 6:15 p.m. Mayor Trujillo convened the meeting at 7:02 p.m.

City Attorney, Yolanda Summerhill provided a brief report on the closed session item; there was no action taken.

17. INVOCATION

Invocation was led by Council Member Zamora.

18. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

19. INTRODUCTIONS

 Representatives from the Chamber of Commerce: Debbie Baker from Simpson Advertising, Inc.

20. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Income Tax Preparation Assistance February 5 through April 11, 2019
- Got Rhrythm, February 1, 2019 at 7p.m.
- Presidents' Day Penny Carnival, February 18, 2019 from 1p.m. to 4p.m.

21. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager Raymond Cruz spoke about attending the New Mayors and Council Members Academy that was held last week in Sacramento.
- Public Works Director, Noe Negrete spoke about the Free Trees that were going to be made available to residents this spring.
- Planning Director, Wayne Morrell spoke about our outgoing City Attorney Yolanda Summerhill's accomplishments.
- Police Services Director, Dino Torres spoke about Coffee with a Cop that is scheduled for February 13, 2019 from 6:30pm to 8:00pm and the Costa Azul Senior Living Community Crime prevention event that is scheduled for February 8th at 2:00p.m.
- Fire Chief, Brent Hayward spoke about the recent fires.
- Finance Director, Travis Hickey spoke about attending 2019 Economic Outlook workshop that was presented by the Santa Fe Springs Chamber of Commerce.
- Director of Community Services, Maricela Balderas spoke about the homeless count.

22. PRESENTATIONS

- a. Proclamation declaring February 2019 as "Heart Health Month" in the City of Santa Fe Springs
- b. Proclamation declaring the Month of January 2019 as "Cervical Health Awareness Month" in the City of Santa Fe Springs

Minutes of the January 24, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

23. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Advisory Committee Appointments Laurie Rios, Richard Moore, Albert Hayes, and Francis Carbajal to the Heritage Arts Advisory Committee; Felix Miranda and Linda Vallejo to the Traffic Commission; Alan Avalos, Joseph Casillas, and Isaac Aguilar to the Youth Leadership Committee; Priscilla Rodriguez to the Parks & Recreation Committee; and Francis Carbajal to the Planning Commission

24. ORAL COMMUNICATIONS

Jason Gerros spoke during oral communications.

25. COUNCIL COMMENTS

No comments from Council Member Mora

Council Member Rodriguez thanked Fire Chief Brent Hayward and his staff for assisting a resident when they were suffering a mild heart attack.

Council Member Zamora spoke about Santa Fe High School Coach Mahlstede passing away this morning from pancreatic cancer.

Mayor Pro Tem Rounds spoke about attending the League of California cities that was hosted last week for New Mayors and Council Members.

Mayor Trujillo spoke about attending the League of California cities, New Mayors and Council Members seminar. She also spoke about Santa Fe High School Coach Mahlstede.

26. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 7:57 p.m.

	Juanita Trujillo Mayor
ATTEST:	
Janet Martinez City Clerk	Date



MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

January 31, 2019

1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 6:01 p.m.

2. ROLL CALL

Members present: Councilmembers: Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds and Mayor Trujillo

Members absent: None

CITY COUNCIL

3. PUBLIC COMMENT

There was no one present to speak during public comment.

Mayor Trujillo recessed the meeting at 6:02 p.m.

CLOSED SESSION

4. PUBLIC EMPLOYMENT

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

Mayor Trujillo reconvened the meeting at 6:33 p.m.

5. REPORT FROM CLOSED SESSION

There was a unanimous vote made by the City Council to appoint Richard L. Adams II as Interim City Attorney.

6. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 6:35 p.m.

ATTEST:	Juanita Trujillo Mayor
Janet Martinez City Clerk	Date

City of Santa Fe Springs

City Council Meeting

February 28, 2019

CONSENT AGENDA

General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

RECOMMENDATION

That the City Council:

 Approve a general motion to waive full reading an approve Ordinance by title only pursuant to California Government Code Section 36934.

BACKGROUND

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Raymond R. Cruz City Manager

Attachments:

None

Report Submitted By:

Janet Martinez

City Clerk

Date of Report: February 21, 2019

City Council Meeting

ITEM 9C

February 28, 2019

CONSENT AGENDA

Florence Avenue Street Rehabilitation - Final Payment

RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to All American Asphalt of Corona, California in the amount of \$43,320.00 for the subject project.

BACKGROUND

The City Council, at their meeting of October 11, 2018, awarded a contract to All American Asphalt of Corona, California in the amount of \$973,887.00 for the above project. The Florence Avenue Street Rehabilitation project boundaries are from Norwalk Boulevard to Bloomfield Avenue and consist of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete thereon. Additionally, the project includes the removal and replacement of curb and gutter, culverts, cross gutters, sidewalks, driveways as needed, stormwater screens and traffic striping.

The following payment detail represents the Final Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$904,063.41 which represents a savings of approximately \$70,000. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$1,250,000.

FISCAL IMPACT

The Florence Avenue Street Rehabilitation project is an approved Capital Improvement Plan (CIP) project with a budget of \$1,250,000. The Florence Avenue Street Rehabilitation project was partially funded via the developer fees collected from the Goodman Birtcher Florence/Bloomfield Development. The developer paid approximately \$524,000 in roadway resurfacing fees. The remaining funds are from The UUT Capital Improvement Funds in the amount of \$726,000.

Raymond R. Cruz City Manager

Attachment:

Exhibit A - Final Payment Detail

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: February 21, 2019

FLORENCE AVENUE STREET REHABILITATION (FROM NORWALK BOULEVARD TO BLOOMFIELD AVENUE)

Contractor: All American Asphalt 400 E. 6th Street Corona, CA 92879 Final Payment: \$ 43,320.00

Item	B			Contract			Complet	ed Th	is Period	Compl	eted To	Date
No.	Description	Quantity	Units	Unit Price		Total	Quantity		Amount	Quantity		Amount
	act Work						and the same of th	1		W 17 CHILDREN		
1.	Mobilization.	1	L.S.	\$ 27,953.00		27,953.00	0%	\$	-	100%	\$	27,953.00
2.	Clearing and grubbing.	1	L.S.	\$ 6,800.00	_	6,800.00	0%	\$	-	100%	\$	6,800.00
	Construction surveying.	1	L.S.	\$ 9,100.00	_	9,100.00	0%	\$	-	100%	\$	9,100.00
4.	Traffic Control.	1	L.S.	\$ 19,500.00	\$	19,500.00	0%	\$	-	100%	\$	19,500.00
5	Furnish and Install Traffic Markings and Striping.	1	L.S.	\$ 11,500.00	\$	11,500.00	100%	\$	11,500.00	100%	\$	11,500.00
6	Install Traffic Loop Detectors.	10	EA	\$ 340.00	\$	3,400.00	0	\$	-	8	\$	2,720.00
7	Preparation, Implementation and Modification of the SWPPP.	1	L.S.	\$ 7,900.00	\$	7,900.00	0%	\$	-	75%	\$	5,925.00
8	Untreated base / overexcavation.	200	TONS	\$ 58.00	\$	11,600.00	0	\$	-	0	\$	-
9	Cold Mill Existing 4" AC pavement.	190,000	S.F.	\$ 0.59	\$	112,100.00	0	\$	-	178,947	\$	105,578.73
10	Construct asphalt concrete pavement.	4,800	TONS	\$ 76.00	\$	364,800.00	0	\$	×=*	4,067.24	\$	309,110.24
11	Construct 1.5" ARHM pavement.	1,800	TONS	\$ 88.00	\$	158,400.00	0	\$	-	1,748.13	\$	153,835.44
12	Construct 4" PCC sidewalk.	1,320	S.F.	\$ 14.00	\$	18,480.00	0	\$	-	2,321	\$	32,494.00
13	Construct PCC ADA curb ramp on 4" CMB including black truncated domes, curb and gutter, full AC slot and sidewalk.	1	EA	\$ 7,100.00	\$	7,100.00	0	\$	ų.	1	\$	7,100.00
14	Adjust sewer manhole cover to grade.	3	EA	\$ 750.00	\$	2,250.00	0	\$	-	3	\$	2,250.00
15	Adjust water manhole cover to grade.	3	EA	\$ 750.00	\$	2,250.00	0	\$		3	\$	2,250.00
16	Adjust water valve cover to grade.	16	EA	\$ 450.00	\$	7,200.00	0	\$	-	18	\$	8,100.00
17	Adjust water meter box to grade.	6	EA	\$ 300.00	\$	1,800.00	0	\$	-	6	\$	1,800.00
18	Adjust storm drain manhole cover to grade.	6	EA	\$ 750.00	\$	4,500.00	0	\$	_	6	\$	4,500.00
19	Relocate existing street sign.	1	EA	\$ 365.00	\$	365.00	0	\$	-	1	\$	365.00
20	Remove existing fire connection and above ground gate valve and install 12" end cap coupling.	1	EA	\$ 11,184.00	\$	11,184.00	0	\$	-	1	\$	11,184.00
21	. Remove and construct PCC driveway on 4" CMB.	304	S.F.	\$ 19.00	\$	5,776.00	0	\$	1 - .	446	\$	8,474.00
22	. Remove tree and grind roots.	5	EA	\$ 630.00	\$	3,150.00	0	\$		- 5	\$	3,150.00
23	. Remove and construct reinforced concrete box culvert No. 12 in the parkway (S=6').	18	L.F.	\$ 865.00	\$	15,570.00	0	\$	-	18	\$	15,570.00
	. Remove and construct reinforced concrete box culvert No. 12 in the parkway (S=3').	15	L.F.	\$ 865.00	\$	12,975.00	0	\$		15	\$	12,975.00
25	Remove and construct rail top box culvert No. 13 beneath the street (S=6').	t 32	L.F.	\$ 865.00	\$	27,680.00	0	\$		32	\$	27,680.00
26	Remove and construct 8" PCC curb and gutter on 4" CMB.	315	L.F.	\$ 80.00	\$	25,200.00	0	\$	-	243	\$	19,440.00

			Cor	tract Total:	\$ 973,887.00			\$ 45,600.00		\$ 904.063.41
36. Remove existing sign and install new sign.	1	EA	\$	130.00	\$ 130.00		0	\$ -	1	\$ 130.00
35. Furnish and install United Storm Water Wing-Gate ARS screen cover and catch basin stencil.	11	EA	\$	3,100.00	\$ 34,100.00	1	1	\$ 34,100.00	11	\$ 34,100.00
34. Remove existing hardscape/landscape and construct 4" thick stamped concrete (to match existing).	220	S.F.	\$	22.00	\$ 4,840.00		0	\$ -	183	\$ 4,026.00
33. Remove and construct variable height curb on 4" CMB at driveway.	7	L.F.	\$	280.00	\$ 1,960.00		0	\$ -	7	\$ 1,960.00
32. Install traffic sign and post.	9	EA	\$	260.00	\$ 2,340.00		0	\$ -	9	\$ 2,340.00
31. Construct 7" thick deep lift asphalt concrete pavement.	5	TONS	\$	285.00	\$ 1,425.00)	\$ -	16	\$ 4,560.00
30. Construct portion of local depression.	40	S.F.	\$	49.00	\$ 1,960.00	()	\$ -	54	\$ 2,646.00
29. Remove and construct PCC ADA curb ramp on 4" CMB including	3	EA	\$	7,100.00	\$ 21,300.00	()	\$ -	3	\$ 21,300.00
28. Remove and construct 4" PCC sidewalk on 4" CMB.	1,850	S.F.	\$	13.00	\$ 24,050.00	()	\$ -	1,591	\$ 20,683.00
27. Remove and construct 6" median curb on 4" CMB.	57	L.F.	\$	57.00	\$ 3,249.00) -	\$ -	52	\$ 2,964.00

Invoice Date

12/03/2018

12/31/2018

Total Completed Items to Date: \$ 904,063.41

Amount

240,060.96 \$

575,479.28 \$

Retention Amount

12,634.79

30,288.38

2,280.00

CONTRACT PAYMENTS:	
Total Items Completed to Date:	\$ 904,063.41
Less 5% Retention:	\$ 45,203.17
Progress Payment No. 1	\$ 240,060.96
Progress Payment No. 2	\$ 575,479.28

Final Payment: \$ 43,320.00

02/15/2019	Final Payment	02/26/2019	03/07/2019	\$	43,320.00	\$
		Amount	Acc	ount		
	Finance Please Pay:	\$ 43,320.00	PW1	80140		
5% Reten	tion Completed this Period:	\$ 2,280.00	2	.05		
Recomm	nended by Project Manager:	Robert Garcia	& RH			

Noe Negrete

Invoice Due Date

12/04/2018

01/02/2019

Invoice No.

Progress Payment No.1

Progress Payment No. 2

Approved by PW Director:

Warrant Billing Period

Invoice Pay Date

12/13/2018

01/10/2019

City of Santa Fe Springs

ITEM 10

Date of Report: February 21, 2019

City Council Meeting

February 28, 2019

NEW BUSINESS

Renewal of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2019 Season

RECOMMENDATION

That the City Council take the following actions:

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2019 season.
- Authorize the Mayor to execute and sign Use Agreement with Santa Fe Springs 49ers Youth Football & Cheer.

BACKGROUND

Community sports organizations play an important role in fostering youth's interest in athletics. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers. The City has partnered with the Santa Fe Springs 49ers Youth Football & Cheer (49ers) to allow community youth to be exposed to football and cheer activities. The City provides space at its athletic fields and facilities for the 49ers to condition and practice. Additionally, the 49ers uses Santa Fe Springs Athletic Fields to store equipment, conduct participant sign-ups, and vend concessions.

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and the 49ers. The agreement specifies the locations, dates, and times of use, establishes the expectations of the 49ers, outlines the responsibilities of both the 49ers and the City, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

At its meeting of March 22, 2018, the City Council approved and entered into a one-year Use Agreement with the 49ers for use of the City's athletic fields and facilities for the 2018 season. That Use Agreement terminated on January 31, 2019.

The following outlines the facilities and periods of use for the 49ers:

Facilities: Santa Fe Springs Park (for conditioning and summer practices); Santa Fe Springs Athletic Fields (fall practices); and an indoor facility, when requested and available for cheer.

Periods of use: Every Sunday beginning April 2019 through June 2019 (conditioning); July 2019 until November 2019 (summer and fall football practices); and July 2019 until January 2020 (cheer practice).

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- The City grants the 49ers the right to use Santa Fe Springs Park and Santa Fe Springs Athletic Fields commencing April 1, 2019 and terminating January 31, 2020 for practices only. All games will be played away at opposing teams' venue.
- The 49ers must provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities and staff.
- The 49ers must provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- The 49ers must obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- The 49ers must provide proof of non-profit status designation and submit an annual financial statement.
- The 49ers must provide a roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- The 49ers will have one-time use of a City facility for an end of season banquet event at no cost.
- If the 49ers request use of a facility identified in the Use Agreement outside of the
 agreed upon periods of use or another City facility not identified in the Use
 Agreement, the request must be made two weeks in advance to the Parks &
 Recreation Services Division to allow for staffing, subject to facility availability.
 The 49ers are responsible for the staffing fees at a rate of \$30 per hour.
- The Use Agreement, upon mutual consent of both the City and the 49ers, may be extended an additional year for the 2020 season; provided that sports organization operates the facility in conformance with all regulations and within the terms of the Use Agreement. The letter of intent to extend the agreement must be received by the City from the 49ers on or before November 1, 2019.

FISCAL IMPACT

In accordance to the most recent Use Agreement, the 49ers contribute \$2,000 to the City for use of fields and facilities. This contribution assists with offsetting some field maintenance, utility, and staffing costs. Below is the fiscal overview for 49ers that takes into account staffing and field use costs.

Santa Fe Springs 49ers Youth Football & Cheer – Fiscal Overview		
April - June Weekday Practices at SFS Park	*No Staff Cost	
July – August Practices at SFS Park	\$1,300	
September - November Practices at SFS Athletic Fields	\$1,090	
December – January Cheer Practices	*No Staff Cost	
End of Season Banquet – Social Hall	\$100	
Field Rehab (Reseeding and Fertilizer)	\$950	
Total Expenses	\$3,440	
49ers Contribution Amount	(\$2,000)	
Difference	\$1,440.00	

^{*}Utilize existing staff that are on the park or facility that are normally scheduled to work.

As the table indicates, the City's in-kind contribution to the Santa Fe Springs 49ers for the 2019 season will be \$1,440.00.

According to the State of California's Secretary of State's website, as of February 19, 2019, Santa Fe Springs 49ers Youth Football & Cheer is an active non-profit organization registered in the State and is in good standing.

Staff recommends the City Council review, renew, and approve the Use Agreement for Athletic Fields and Facilities with the 49ers.

LEGAL REVIEW

The Interim City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer.

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

Raymond R. Cruz City Manager

<u>Attachment</u>

2019 Use Agreement for Athletic Fields & Facilities – Santa Fe Springs 49ers Youth Football & Cheer



COMMUNITY SERVICES DEPARTMENT PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

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

RECITALS:

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

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park*, located at10068 Cedardale Drive in Santa Fe Springs. The ORGANIZATION has also been granted the right to use the *Santa Fe Springs Athletic Fields*, located at 9720 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining west office/utility room (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park* and *Santa Fe Springs Athletic Fields* commencing April 1, 2019 and terminating January 31, 2020 for the following activities and periods of time:

- Spring Conditioning Beginning the first Sunday in April until the last Sunday in June.
- Football Practices & Games Beginning July 1st until November 30th
- Cheer Practice Beginning July 1st until January 31st

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

Santa Fe Springs Athletic Fields. From the Tuesday after Labor Day until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m. The facilities identified in this AGREEMENT will be used for ORGANIZATION practices only. The ORGANIZATION will play its game at the opposing teams' fields.

Cheer practice will be held at *Santa Fe Springs Park* Monday – Friday from 6:00 p.m. – 8:00 p.m. from July until Labor Day. Beginning the Tuesday after Labor Day, ORGANIZATION will change cheer practice locations to the *Santa Fe Springs Athletic Fields*. From the Tuesday after Labor Day until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m. In order to accommodate cheer practice for local, regional, and national competitions, ORGANIZATION will also be permitted to utilize, when requested and depending on availability, an indoor venue from 7:00 p.m. – 9:00 p.m. beginning in December and ending in January.

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

The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the agreement.

This AGREEMENT shall remain in effect through January 31, 2020, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. This AGREEMENT, upon the mutual consent of the AGENCY and ORGANIZATION, may be extended an additional year through January 31, 2021; provided that ORGANZATION utilizes the Subject Facilities in conformance to the AGREEMENT and regulations applicable thereto and a written letter of intent is provided to the AGENCY by November 1, 2019.

2. <u>USE OF FACILITIES</u>

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

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per annual term (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the

organization will not be honored until confirmation has been received by liaison or designee.

- F. Master calendar of events to include:
 - Practice dates & times
 - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Semi-annual financial statement for periods ending June 30th and December 31st. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player.

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

3. RESPONSIBILITY FOR ACTIVITIES

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

4. ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.

- D. Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of this who will supervise facilities and grant facility access to ORGANIZATION.
- H. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

5. <u>LEGAL RESPONSIBILITIES</u>

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

6. USE OF PREMISES

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

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

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

7. EXCLUSIVE RIGHT

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

8. MAINTENANCE

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

9. INSPECTION

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

10. <u>IMPROVEMENTS</u>

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

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

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

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

11. TITLE TO IMPROVEMENTS

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

12. SIGNS

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

13. TERMINATION OF THIS AGREEMENT

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

14. NOTICE

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

To AGENCY:

City of Santa Fe Springs

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION:

Santa Fe Springs 49ers Youth Football &

Cheer

Attention: President 10598 Acacia Lane

Santa Fe Springs, CA 90670

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

15. ATTORNEYS FEES

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

16. GOVERNING LAW

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

17. ASSIGNMENT

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

18. INSURANCE

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

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

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- No liability insurance coverage provided to comply with this AGREEMENT shall
 prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving
 the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation
 rights against AGENCY regardless of the applicability of any insurance proceeds, and
 to require all contractors and subcontractors to do likewise.

- All insurance coverage and limits provided by Contractor and available or applicable
 to this AGREEMENT are intended to apply to the full extent of the policies. Nothing
 contained in this AGREEMENT or any other agreement relating to AGENCY or its
 operations limits the application of such insurance coverage.
- 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or selfinsurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
- 12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

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

19. INDEMNIFICATION

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

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

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

By:		
(Signature)		
(1.3		
(Print Name)		
(Fine Name)		
(Title)		
	•	
CITY OF SANTA FE SPRINGS		
A Municipal Corporation		
Juanita Trujillo		
Mayor		
•		
ATTECT.		
ATTEST:		
Janet Martinez, CMC		
City Clerk		
APPROVED AS TO FORM:		
B. L. II. Adam II.		
Richard L. Adams II		
Interim City Attorney		

ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer



City of Santa Fe Springs

City Council Meeting

ITEM 11

February 28, 2019

NEW BUSINESS

On Call Bartending and Catering at City Facilities

RECOMMENDATION

That the City Council:

 Approve the On Call Bartending and Catering preferred list for both Heritage Park and Clarke Estate facilities.

BACKGROUND

Historic in location and friendly in hospitality, Heritage Park and the Clarke Estate, are the perfect venues for weddings and other events. As with any other venue, catering is an important factor when choosing a location for such an important celebration.

Prior to 2014, the City maintained an exclusive catering agreement with Café n' Stuff who operated the Heritage Park concession stand. At that time, all facility rentals, both at Heritage Park and Clarke Estate, were required to utilize Café n' Stuff for food catering; however, no requirement was applied for bartending services. In October 2014, the exclusive contract ended with Café n' Stuff and on December 18, 2014 the City Council awarded a three year food concession contract to El Tepeyac Café to operate the food concession stand at Heritage Park. The agreement did not include exclusivity of food catering at Heritage Park or Clarke Estate which allowed facility applicants to choose their own caterers. El Tepeyac Café terminated their contract on August 11, 2017.

A secondary Request for Proposal (RFP) was approved by City Council in January 2018 to bring in another food concessionaire at Heritage Park. The City received proposals from six (6) food concessionaires. The City Council approved a three (3) year Food Concession Agreement with The Fresh Gourmet Inc. on April 12, 2018. The Concession agreement included a \$500.00 per month rental fee to be paid to the City and did not include exclusivity for catering services. Unfortunately, during the installation and preparation of their facility usage, the Fresh Gourmet Inc. chose to terminate the agreement due to a personal hardship. Heritage Park remains without a concessionaire and the facility applicants continue to bring their own caterers for their events.

In an effort to determine the sustainability of another food concessionaire, staff surveyed other venues similar to Heritage Park to learn about the services or amenities they offer. Staff found that many locations do not maintain concession stands and many venues with catering options enter into exclusive agreements with one specific caterer, or offer a preferred list of caterers with percentages paid back the City. The locations that do maintain concession stands are generally parks with pools or recreational type activities which sell various pre-packaged items, sandwiches, hot dogs, and drinks by internal

Report Submitted By: Maricela Balderas/Ed Ramirez
Department of Community Services

Date of Report: February 20, 2019

staffing; this may be a viable option for the Heritage Park concession stand during the spring and summer months (higher patron traffic).

Furthermore, staff explored another option and met with four food caterers and four bartending caterers who are regularly used by renters both at Heritage Park and Clarke Estate to discuss exclusivity or the potential of participating on a preferred list. As a result of those discussions, staff has determined that a potential preferred list may be the best approach for both the City and renters, which can also be a new source of revenue for the City.

Below is a table with a variety of menu options and four bartending companies who have provided sample drink menus, pricing, certifications and liability insurance. Café & Stuff opted out of the food catering opportunity.

FOOD CATERERS

NAME:	HARMONIOUS EVENTS	HERACH & ARA	PORTOFINO TRATTORIA	RODGERS CATERING
TYPE OF CATERING	Variety of Cuisine	Mediterranean/ Armenian to soon include Variety of Cuisine	Italian/ Variety of Cuisine	Variety of Cuisine
% PAID TO CITY PER EVENT	10%	10%	10%	10%
PRICE RANGE	\$28-\$55 Includes table linens, dinnerware, non-alcoholic drinks, etc.	\$12.95 - \$50 Pricing varies based on staffing, linens, dinnerware, etc.	\$23.50 - \$50 Pricing varies based on staffing, linens, dinnerware, etc.	\$17.50 - \$50 Pricing varies based on staffing, linens, dinnerware, etc.

BARTENDING CATERERS

NAME:	HARMONIOUS EVENTS	GOOSE ON THE ROCKS	CAFÉ N' STUFF	MR. BEE BARTENDING
TYPE OF CATERING	Bar & Beverage	Bar & Beverage Service. (No sale of beverages to guests. Service for hosted bar only)	Bar & Beverage	Bar & Beverage Service. (No sale of beverages to guests. Service for hosted bar only)
% PAID TO CITY PER EVENT	20% of service charge or sales	20 % of service charge or sales	20% of service charge or sales	20% of service charge or sales
PRICE RANGE	Varies based on need, number of bartenders, etc. Soft- Full Premium Host Service \$8.00 -\$14.00 pp No Host Bar \$1,500 flat	\$300 - \$3000 (client has choice to purchase alcohol and pay for bartender serving or vendor purchases all alcohol and serves	Varies based on need, number of bartenders, etc. Soft - Full Premium Host Service \$11.45 pp- \$24.45pp No Host Cash Bar \$800 minimum	\$350 - \$3000 (client has choice to purchase alcohol and pay for bartender serving or vendor purchases all alcohol and serves \$12-\$14 person
ABC	Yes	NO	Yes	No
LICENSE	E-Tips Certified	E-Tips Certified	E-Tips Certified	E-Tips Certified
INSURANCE LIABILITY	Yes	Yes	Yes Will provide once agreement is established	Yes

FISCAL IMPACT

In previous years, the exclusivity of one food caterer and operator of the Heritage Park concession stand collected revenues in the amount of \$6,000 per fiscal year. The implementation of a preferred list at Heritage Park & Clarke Estate (which includes bartending and catering) can generate approximately \$50,000 per year.

The proposed revenue amount is estimated based on the average number of rentals

Report Submitted By: Ed Ramirez/ Maricela Balderas
Department of Community Services

Date of Report: February 20, 2019

between the months of May and October at both Heritage Park and Clarke Estate (with an average of 150 guests per event). These figures are contingent on the type of service rendered and the number of guests serviced. A true number of revenues collected will be reflected until FY 2020-2021.

The Mayor may call upon Family and Human Services Division Manager, Ed Ramirez, to answer questions the Council may have regarding the staff report.

Raymond R. Cruz City Manager City Council Meeting

February 28, 2019

NEW BUSINESS

Abigail Barraza Foundation (ABF) - Request For An Increase in Funding For Events
Under Community Promotion and Community Organization Support Budget Accounts

RECOMMENDATION

That the City Council take the following actions:

Provide staff direction regarding the request by Abigail Barraza Foundation (ABF) for an increase in funding for events under the Community Promotion and Community Organization Support budget accounts associated with all ABF events outlined within this report.

BACKGROUND

The Abigail Barraza Foundation (ABF) thrives on educating women, teens, and young girls on the importance of early breast cancer detection and breast cancer awareness. Through their foundation, ABF has taken a unique approach on targeting supporters and those affected by breast cancer by creating bonds through relationships, education, and events.

Now in its 13th year, the Abigail Barraza Foundation works collaboratively with the City of Santa Fe Springs to kick off Breast Cancer Awareness Month in the City during the month of October by "Painting the Town Pink". In October, pink ribbons are attached to street median trees and illuminated pink ribbons are displayed on street lights throughout the City; water features and a pedestrian bridge are changed to a pink color, a symbol of breast cancer awareness. The efforts of ABF have continued to expand to now include a Fashion Friday event, which hosts food trucks, music, raffles, and a fashion show. ABF also participates in the annual Concert Series where they secure fashion vendors as an added feature for participants to enjoy while listening to live entertainment. Most recently, ABF attained oversight of the Miss Santa Fe Springs Pageant.

As a result of these added events, expenses associated with the City's support have increased. These expenses have surpassed the \$12,500.00 currently allocated amount in the Community Organization Support and Community Promotion budget accounts. Staff is requesting that City Council discuss and consider appropriating additional funding under these budget accounts, or provide staff direction where to apply the additional costs associated with these events.

The events and respective expenses are as follows:

City Council Meeting

February 28, 2019

<u>"Paint the Town Pink"</u> – Pink ribbons are attached to street median trees and street lights, and water features and the pedestrian bridge are swapped with pink lights to show support and awareness of breast cancer. Currently budgeted under the Community Promotions budget in the amount of \$7,500.00. This amount includes Public Works

labor (i.e. the hanging of ribbons throughout City and changing lighting in water features & other City fixtures).

<u>Fashion Friday</u> – ABF hosts an evening of fashion in the month October for breast cancer awareness. This Fashion Friday event includes fashion vendors, food vendors, entertainment and a fashion show. The event involves Departments of Community Services and Public Works staff support. The Santa Fe Springs Firefighters Association Local 3507 provides in-kind support and volunteers their time. This event is currently budgeted under Community Promotion account in the amount of \$3,000. City support includes:

Department of Community Services

- Pre-Event Support
 - Full-time staff person takes the lead on securing the Health Dept. food permit for the event
 - Host up to three planning meetings with ABF
 - Staff creates event flyer, prints, and delivers flyers to local schools
 - Insurance coverage cost (new requirement) Estimated \$3,100.00
- Event Implementation
 - PA system
 - Up-lighting (6 lights)
 - Spotlights (2)
 - 8ft x 4ft Panels (11)
 - Belly bar tables (3)
 - Round tables(8-10) and chairs (100) for eating and spectating
 - Light Tower rental cost (\$300.00)
- Estimated Staff Labor
 - 15 part-time staff @ 53.5 hrs. = \$1,605.00
 - 2 full-time staff @14 hrs. = \$1,000.00

Community Services Total: \$5,985.00 (light tower and insurance included)

Department of Public Works

- Custodial Services (\$150.00)
- Hang pink bistro lighting in Town Center Plaza
- Changing Veterans Fountain lights to pink color
- Spider box and cables (3)
- 50ft extension cords (16)
- Power Strips (16)
- Delineators (10)
- Cones (40)
- Cable Trays (10)

> Estimated Staff labor

- 1 full-time Electrician
- 1 full-time Facility Specialist
- 1 part-time Public Works Aide = \$4,400.00

Public Works Total = \$4,550.00

Firefighters Association Local 3507

In-kind donation and volunteer service

FASHION FRIDAY EVENT TOTAL ESTIMATED EXPENDITURES: \$10,535.00 CURRENT BUDGET: \$3.000.00

<u>Miss Santa Fe Springs Pageant</u> – In 2018, ABF acquired oversight of the Miss Santa Fe Springs Pageant. The event allows young ladies to learn team building exercises, public speaking techniques and develop lifetime experiences. Winners will receive scholarships and will hold the crown of Miss Santa Fe Springs for one year. The pageant is currently budgeted under the Community Organization Support budget in the amount of \$2,000. City support includes:

Department of Community Services

- Pre-Event Support
 - Facility usage and staff labor (previously facility fee usage has been waived):
 - Sunday, January 27 Clarke Estate
 - o Sunday, February 10 Heritage Park Train Depot
 - Sunday, February 24 TCH Mtg. Room 1
 - Sunday, March 10 TCH Mtg. Room 1
 - Sunday, March 24 Heritage Park Train Depot

Pre-Event Facility Use Fees: \$752.00 or staff time for these meeting dates: \$300

- > Event Implementation
 - Facility usage and staff labor (past facility usage has been waived)
 - o Rehearsals/Interviews approximately 4 days x 2 hours x 1 staff = \$240
 - Event on Friday, April 26, 2019 from 5pm 9pm at Clarke Estate = \$2,460.00 for facility rental fees
 - Extra decorating time to enter facility early 2hrs = \$60
 - Staff fees for set-up and take-down, 3 staff x 2hrs = \$360
 - Facility fee covers the cost of 2 staff, 2 additional staff are needed for the size of this event = \$240

Pre-event and event implementation facility usage and staff labor totals: \$4,112 with facility use fees applied and \$3,660 with staff time only.

- > Other items provided:
 - Up lighting (6 lights)
 - Spotlights (1)
 - Round tables for guest seating (33)
 - Chairs 375
 - 6' & 8' Long Banquet tables
 - 8 facility trash cans and trash bags
 - Insurance Coverage Cost (new requirement) Estimated \$400.00

MISS SANTA FE SPRINGS PAGEANT TOTAL ESTIMATED COST: \$4,512.00 CURRENT BUDGET: \$2,000.00

ESTIMATED GRAND TOTAL EXPENDITURES FOR ALL ABF EVENTS SUPPORT: \$22,547.00

FISCAL IMPACT

There is currently \$12,500.00 in the Community Organization Support and Community Promotion budget accounts; however, the City support is estimated to be \$22,547.00 to cover all expenses associated with ABF events. Therefore, an additional \$10,000 is needed to cover all costs associated with said events. There are no costs associated with the participation of ABF during the summer Concert Series as they are self-contained and bring additional resources for participants to enjoy.

Raymond R. Cruz City Manager

Report Submitted By: Maricela Balderas/Ed Ramirez Date of Report: February 19, 2019

Department of Community Services

City of Santa Fe Springs

City Council Meeting

February 28, 2019

Attachments:

- 1. Fashion Friday Special Events Insurance Coverage Proposal
- 2. Miss Santa Fe Springs Pageant Special Events Insurance Coverage Proposal



EVENT DATE:

October 18, 2019

EVENT LOCATION:

Town Center Plaza, 11740 E Telegraph Road, Santa Fe Springs

CA 90670

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY: Evanston Insurance Company

A.M. BEST GUIDE RATING:*

A(Excellent); Financial Size Category XV (\$2 Billion or greater) as of

December 20, 2017

GENERAL LIABILITY LIMITS:

\$2,000,000

General Aggregate

\$1,000,000

Products / Completed Operations Aggregate (food products

\$1,000,000

Personal and Advertising Injury

\$1,000,000

Each Occurrence Fire Damage

\$ 100,000

\$ 5,000 **Medical Payments**

All Aggregates apply separately

COVERAGE:

Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage Includes:

- **Event Holder as Named Insured**
- Venue Owner as Additional Insured
- Liquor Liability (only if coverage is purchased)

DEDUCTIBLE: None

MAJOR EXCLUSIONS: (Including but not limited to)

- Automobile Liability
- Aircraft / Watercraft Liability
- Property Damage to Entity Premises
- Property of Others in the Care, Custody and Control of the Insured
- Workers' Compensation
- Collapse of Tents and Concert Limitations
- Attendance Limitation Exclusion
- Outdoor Concerts Limitation Exclusion
- Seating, Glass & Fixtures Exclusion
- Fireworks, Pyrotechnics, Explosives and Flashbox Exclusion
- Exclude Specific Performances (without prior company approval)

^{*}See last page for additional information



MAJOR EXCLUSIONS: (Including but not limited to) CONT:

- Bodily Injury, Property Damage, Personal and Advertising Injury to any entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured as a result of participating in a demonstration or show. Damage to property or equipment belonging to entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured.
- Assault and Battery
- Terrorism
- Punitive Damages
- Unmanned Aircraft
- Marijuana Exclusion
- Organic Pathogen and Legionellae Exclusion) Assault and Battery
- Terrorism
- Punitive Damages

EXCLUDED EVENTS:

- Circus and Carnivals including Rides
- Mechanical Amusement Devices
- Motorized Sporting Events
- Tractor/Truck Pulls
- Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- Rodeos and Roping Events (including practice)
- Aircraft and Balloon Events
- Professional Sporting Events
- Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
- Moonbounces, Trampolines and Inflatable Amusement Devices
- Obstacle Course, Races and Mud Runs
- Veterinary Legal Liability (NO animals)

PARTICIPANTS:

- Not covered unless specifically approved by the carrier
- Not approved for this event

ENDORSEMENT & EXCLUSIONS:

(Including but not limited to)
Please see the policy for the full
description of each exclusion

- Suicide or any attempt at suicide or intentionally self-inflicted injury...
- Sickness, disease, mental incapacity...
- Insured's commission of or attempt to commit a crime
- Infections of any kind regardless of how contracted...
- Declared or undeclared war...
- Participation in any team sport or any other athletic activity, except
- participation in a Covered Activity
- Full-time active duty in the armed forces...
- Travel or flight in or on...
- Insured being under the influence of intoxicants while operating any
- vehicle or means of transportation or conveyance



ENDORSEMENT & EXCLUSIONS: (Including but not limited to) Please see the policy for the full description of each exclusion (COND)

- Medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss result directly or indirectly from the treatment
- Stroke or cerebrovascular accident or event...
- Workers' Compensation Act or similar law...
- Insured riding in or driving any type of motor vehicle as part of a speed
- contest, scheduled race...
- Any loss incurred while outside the US, its Territories or Canada

PREMIUMS:

ATTENDANCE PREMIUM:

1,500

\$367.00

GL ADDITIONAL INSUREDS:

None

GL EXHIBITORS INCLUDED: None

GL CONCESSIONAIRES

33

Yes

Yes

\$2,619.00 (30 Non-Food Sales @ \$80.00 per each per day)

(3 Food Sales @ \$73.00 per each per day)

GL LIQUOR COVERAGE

INCLUDED:

INCLUDED:

PROPERTY DAMAGE:

\$50.00

\$50,000 Limit

TOTAL EVENT PREMIUM:

\$3,036.00

(Includes Taxes and Fees)

MINIMUM RETAINED PREMIUM:

Event Premium is Fully Earned

QUOTE VALID UNITL:

October 16, 2019



Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

*Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

NY REGULATION 194 DISCLOSURE

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



EVENT DATE:

April 26, 2019

EVENT LOCATION:

Clarke Estate, 10211 Pioneer Blvd, Santa Fe Springs CA 90670

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY: Evanston Insurance Company

A.M. BEST GUIDE RATING:*

A(Excellent); Financial Size Category XV (\$2 Billion or greater) as of

December 20, 2017

GENERAL LIABILITY LIMITS:

\$2,000,000

General Aggregate

\$1,000,000

Products / Completed Operations Aggregate (food products

\$1,000,000

Personal and Advertising Injury

\$1,000,000

Each Occurrence

\$ 100,000

Fire Damage

5,000 Medical Payments

All Aggregates apply separately

COVERAGE:

Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage Includes:

- Event Holder as Named Insured
- Venue Owner as Additional Insured
- Liquor Liability (only if coverage is purchased)

DEDUCTIBLE: None

MAJOR EXCLUSIONS: (Including but not limited to)

- Automobile Liability
- Aircraft / Watercraft Liability
- Property Damage to Entity Premises
- Property of Others in the Care, Custody and Control of the Insured
- Workers' Compensation
- Collapse of Tents and Concert Limitations
- Attendance Limitation Exclusion
- **Outdoor Concerts Limitation Exclusion**
- Seating, Glass & Fixtures Exclusion
- Fireworks, Pyrotechnics, Explosives and Flashbox Exclusion
- Exclude Specific Performances (without prior company approval)

^{*}See last page for additional information



MAJOR EXCLUSIONS: (Including but not limited to) CONT:

- Bodily Injury, Property Damage, Personal and Advertising Injury to any entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured as a result of participating in a demonstration or show. Damage to property or equipment belonging to entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured.
- Assault and Battery
- Terrorism
- Punitive Damages
- Unmanned Aircraft
- Marijuana Exclusion
- Organic Pathogen and Legionellae Exclusion) Assault and Battery
- Terrorism
- Punitive Damages

EXCLUDED EVENTS:

- Circus and Carnivals including Rides
- Mechanical Amusement Devices
- Motorized Sporting Events
- Tractor/Truck Pulls
- Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- Rodeos and Roping Events (including practice)
- · Aircraft and Balloon Events
- Professional Sporting Events
- Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
- Moonbounces, Trampolines and Inflatable Amusement Devices
- Obstacle Course, Races and Mud Runs
- Veterinary Legal Liability (NO animals)

PARTICIPANTS:

- Not covered unless specifically approved by the carrier
- Not approved for this event

ENDORSEMENT & EXCLUSIONS:

(Including but not limited to) Please see the policy for the full description of each exclusion

- Suicide or any attempt at suicide or intentionally self-inflicted injury...
- Sickness, disease, mental incapacity...
- Insured's commission of or attempt to commit a crime
- Infections of any kind regardless of how contracted...
- Declared or undeclared war...
- Participation in any team sport or any other athletic activity, except
- participation in a Covered Activity
- Full-time active duty in the armed forces...
- Travel or flight in or on...
- Insured being under the influence of intoxicants while operating any
- vehicle or means of transportation or conveyance



ENDORSEMENT & EXCLUSIONS: (Including but not limited to) Please see the policy for the full description of each exclusion (COND)

- Medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss result directly or indirectly from the treatment
- Stroke or cerebrovascular accident or event...
- Workers' Compensation Act or similar law...
- Insured riding in or driving any type of motor vehicle as part of a speed
- contest, scheduled race...
- Any loss incurred while outside the US, its Territories or Canada

PREMIUMS:

ATTENDANCE PREMIUM:

600

\$367.00

GL ADDITIONAL INSUREDS:

None

GL EXHIBITORS INCLUDED: None

GL CONCESSIONAIRES None

INCLUDED:

GL LIQUOR COVERAGE No

INCLUDED:

PROPERTY DAMAGE: No

TOTAL EVENT PREMIUM:

\$367.00

(Includes Taxes and Fees)

MINIMUM RETAINED PREMIUM:

Event Premium is Fully Earned

QUOTE VALID UNITL:

April 24, 2019



Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

*Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

NY REGULATION 194 DISCLOSURE

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Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



City of Santa Fe Springs

City Council Meeting

February 28, 2019

NEW BUSINESS

Approval of Memorandum of Understanding (MOU) Agreement between the City of Santa Fe Springs and Empowered 4 Life Foundation

RECOMMENDATION(S)

That the City Council take the following actions:

- Approve and enter into the Memorandum of Understanding with Empowered 4
 Life
- Authorize the Mayor to execute and sign the Memorandum of Understanding with Empowered 4 Life.

BACKGROUND

On February 29, 2016, the Teen Program, overseen by the Parks & Recreation Services Division of the Department of Community Services, underwent significant revisions physically and programmatically. The teen lounge located at Town Center Hall was re-painted, renamed "The Club," and new amenities such as gaming systems, a 75" television, foozball game table, and new furniture were introduced. In an effort to expand The Club's offerings to its users, the City partnered with Empowered 4 Life, an organization that provides meals to children and teens at no cost. Empowered 4 Life delivers free hot meals and snacks to child care and teen programs operated by municipalities, non-profits, and faith-based organizations. All the meals and snacks meet the United States Department of Agriculture nutrition guidelines.

In February 2016, the City entered into a Memorandum of Understanding (MOU) with Empowered 4 Life to participate in its free meal program. During the school year, meals are served at 3:00 p.m. and snacks at 5:00 p.m. and from 12:00 p.m. and 3:00 p.m. during the summer, respectively. The free meal program has become a mainstay for middle school and high school-age members and is one of the eagerly attended programs at The Club. This is because, for some, the meal and snack they get at The Club may be the only meal they get in the afternoon/evening. The importance of keeping this program going is paramount to ensure that there is a meal for community youth who attend The Club.

Although the existing MOU does not have a termination date, it is in the interest of both the City and Empowered 4 Life to review the MOU to ensure that it is serving the needs of both parties. For that purpose, a new MOU has been brought before the City Council for its consideration and approval.

Key Provisions of the Memorandum of Understanding with Empowered 4 Life

 Empowered 4 Life accepts administrative and financial responsibility of the food program with no charge to the City.

- Empowered 4 Life will transport all meals, snacks, and beverages to the City's Teen Program (The Club). In addition to meals and snacks, it will furnish paper goods (plates, utensils, and napkins) and serving utensils at no charge.
- Empowered 4 Life will conduct announced and unannounced visits/audits at least three times a year.
- The City agrees to offer the meal program to all participants regardless of race, color, national origin, gender, age (teen program eligible), and/or disability.
- The City will maintain daily records of meal service in the binder provided by Empowered 4 Life and make them available for inspection on demand.
- The MOU will terminate on February 28, 2021.
- Either party may cancel the MOU for convenience with 30-day prior written notice.

FISCAL IMPACT

Since Empowered 4 Life provides the meal and snack program at no cost to the City, there is no impact to the City's General Fund.

LEGAL REVIEW

The Memorandum of Understanding agreement was reviewed by the Interim City Attorney.

Staff recommends the City Council renew and enter into the Memorandum of Understanding with Empowered 4 Life. Additionally, staff further recommends that a review of the Memorandum of Understanding be conducted every two years and brought forth before the City Council for approval at that time.

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

Raymond R. Cruz City Manager

Attachment:

1. Memorandum of Understanding Between the Sponsoring Organization and the Unaffiliated Site



MEMORANDUM OF UNDERSTANDING BETWEEN THE SPONSORING ORGANIZATION AND THE UNAFFILIATED SITE

THIS AGREEMENT SHALL COMMENCE **FEBRUARY 28TH**, **2019** AND CONTINUE FOR A PERIOD OF 24 MONTHS, ENDING ON **FEBRUARY 28TH 2021**, UNLESS PREVIOUSLY TERMINATED AS PROVIDED HEREIN OR AS OTHERWISE AGREED TO IN WRITING BY THE PARTIES.

BY AND BETWEEN THE	CITY OF SANTA FE SPRINGS (TEEN CENTER)	, HEREINAFTER REFERRED TO AS
	UNAFFILIATED SITE	
THE CENTER AND	EMPOWERED 4 LIFE FOUNDATION	,, HEREINAFTER REFERRED TO AS
	SPONSORING ORGANIZATION	
THE SPONSORING ORGA	ANIZATION OF AN UNAFFILIATED CENTER.	

This permanent agreement specifies the responsibilities of the Sponsor and the Unaffiliated Site as participants in the food program:

THE SPONSOR AGREES TO THE FOLLOWING:

- 1. Certify that the site **is not currently** enrolled in a food program or under any other sponsoring agency.
- 2. Accept final administrative and financial responsibility of the food program with no charge to the site.
- 3. Meet all food program documents and agreements according to the conditions with the state agency, such as filing claims and maintaining all required documentation.
- 4. Train all sites in the requirements of the food program prior to starting food services. Additional training is required at least annually or when needed. Provide ongoing technical assistance as needed.
- 5. Conduct on-site monitoring visits at the center during hours of operation at least three times during the year to review the meal service and food program records. Two of the three reviews must be unannounced (their timing must vary), and one of the two unannounced reviews must include an observation of an actual meal service. No more than six months can elapse between reviews and new facilities must be reviewed within the first four weeks of operation.
- 6. Provide meals at **NO COST** to sites that qualify.
- 7. Furnish paper goods to unaffiliated centers if necessary.

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8.	vviii furnish equipment to kee	ep tood and drinks at the correct temperatures if needed.
9.	Meal Type:	Feeding Time:
	Meal Type:	Feeding Time:

THE CENTER AGREES TO:

- 1. Offer the food program to all participants regardless of race, color, national origin, sex, age, or/and disability.
- 2. Provide organized regularly scheduled activities (i.e., in a structured and supervised environment).
- 3. Adhere to licensing regulations pertaining to sign-in and sign-out procedures, if applicable.
- 4. Claim only meals served to enrolled participants in attendance.
- 5. Claim only meals served after the end of the school day or on weekends or holidays during the school year.
- 6. Report only one meal per participant at each meal service. Report meals actually served by no more than one meal and one snack per participant per day.
- 7. Serve meals within the food program meal spacing policy:
 - a. Report only meals served during the part of the day considered appropriate and conventional for the meal being served (i.e. breakfast shall be served in the morning, lunch during the mid-day, and supper shall be served during the evening hours).
 - b. A minimum of two hours shall elapse between the beginning of one meal service and the beginning of another meals service when snacks are served.
- 8. Maintain daily records (and have available for monitor or state review) of:
 - a. Daily attendance rosters or sign-in sheets (Please make sure **ALL** hand written documents are legible)
 - b. Number of at-risk afterschool snacks and/or meals prepared or delivered for each meal service (transport records)
 - c. Daily record of the number of at-risk afterschool snacks and/or meals served at each snack and/or meal service; (form 34)
 - d. Current menus *must be posted* indicating the food items served for the day.
- 9. Daily records should be kept neatly in the binder provided by Empowered 4 Life, if records are not maintained and recorded daily in binder, food program maybe/will be suspended.
- 10. Should any meals be disallowed for any reason during an administrative review by the State of California, the Unaffiliated Site is responsible for reimbursing the Sponsoring agency.



- 11. Must attend at least one training session annually provided by the Sponsor.
- 12. Provide a current copy of the license or license-exempt documentation to the Sponsor.
- 13. The Sponsor, the California Department of Education, or the USDA may come at any time to review the food program operation in this center with an announced or unannounced visits.

The center and employees of this center, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Sponsor.

All employees of this center understand this is a federal program and that they are responsible for information provided to the Sponsor and that willful falsification or misrepresentation of information on any document may lead to termination from the food program and/or criminal or civil penalties.

BOTH THE SPONSOR AND THE UNAFFILIATED SITE AGREE TO:

- 1. The right of either to cancel this Agreement for convenience. In which case:
 - a. After notifying the Sponsor, the Sponsor agrees to give the unaffiliated center at least 30 days prior written notice of cancellation actions specifying when said actions shall take place.
 - b. The Unaffiliated Site agrees to give the Sponsor at least 30 days prior written notice of withdrawal or transfer from the program specifying when said actions shall take place.
- The right of the Sponsor to initiate action to terminate the site's participation in the food program,
 if the Sponsor deems that the site has committed one or more of the serious deficiencies of the
 food program policies and procedures. At that time, the site shall be notified of the serious
 deficiency of the administrative review.

Keep this agreement on file for review upon request by the state agency.

CERTIFICATION

We agree to comply with the rights and responsibilities outlined in this Agreement for participation in the Food Program, administered by Empowered 4 Life Foundation. We know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

AUTHORIZED SIGNATURE OF THE SPONSOR'S AGENCY	NAME AND TITLE (PRINT) Tonnie Turner, Program Director	DATE
AUTHORIZED SIGNATURE OF THE UNAFFILIATED SITE	NAME AND TITLE (PRINT)	DATE

City of Santa Fe Springs

City Council Meeting

February 28, 2019

NEW BUSINESS

<u>Carmenita Road and Cambridge Street Approval of Reimbursement and Construction Agreement with Cambridge Springs, LLC for Traffic Signal and Street Improvement Costs</u>

RECOMMENDATION

That the City Council take the following actions:

- Approve the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street; and
- Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

On May 11, 2015, the Planning Commission approved DPA No. 893 for building and related improvements at 13341 Cambridge Street by Cambridge Springs, LLC. The Conditions of Approval require that Cambridge Springs, LLC, pay all costs associated with the installation of a new traffic signal and related street improvements at the intersection of Cambridge Street and Carmenita Road. Additionally, the Conditions of Approval stipulate responsibility of the design and construction of the traffic signal and street improvements on the City. Therefore, the City and Cambridge Springs, LLC, mutually agreed that it would be beneficial to have Cambridge Springs, LLC, contract for the design and construction of the traffic signal and that the City would provide plan review and construction oversight. However, due to the existence of a Burlington Northern Santa Fe (BNSF) Railroad grade crossing within 160 feet of the proposed signal, it was necessary to receive permits and approvals from BNSF. involvement with the signal project delayed installation of the traffic signal approximately two years and added significant costs as well. In an effort to recoup excess project costs, Cambridge Springs LLC approached the City with a 15-year reimbursement and construction agreement stipulating the City condition future development projects along Cambridge Street pay a predetermined amount based on the development parcel's area square footage. A list of the specific parcels and the assessed amounts is included in Section III of the Agreement. The City will collect funds from future developments, and upon request from Cambridge Springs, LLC, will disburse collected funds to Cambridge Springs, LLC.

Cambridge Springs, LLC's contractor has begun installation of the traffic signal and related improvements. BNSF installation of crossing protection gates and other railroad signal improvements is scheduled for completion in May 2019. The installation of the traffic signal and related improvements at Carmenita Road and Cambridge Street will benefit all of the seven (7) businesses located along Cambridge Street by providing a signalized entrance/exit onto Carmenita Road.

Staff collaborated with Cambridge Springs to develop the Agreement and recommends that the City Council approve the agreement.

Date of Report: February 21, 2019

Report Submitted By:

Noe Negrete

Director of Public Works

LEGAL REVIEW

The City Attorney's office has reviewed the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street

FISCAL IMPACT

There is no Fiscal Impact to the City in that the City will only collect the funds noted in the Agreement when and if development occurs along the seven parcels located on Cambridge Street and then disburse collected funds to Cambridge Springs, LLC.

Raymond R. Cruz City Manager

Attachment:

Exhibit A – Reimbursement and Construction Agreement

REIMBURSEMENT AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND

CAMBRIDGE SPRINGS, LLC FOR THE TRAFFIC SIGNAL INSTALLATION AND STREET IMPROVEMENTS AT CARMENITA ROAD AND CAMBRIDGE STREET

This Agreement, made and entered into this <u>28th</u> day of <u>February</u>, <u>2019</u>, by and between the City of Santa Fe Springs, a California municipal corporation, State of California, ("City") and Cambridge Springs, LLC, a California corporation, ("Developer").

WITNESSETH

WHEREAS, Developer is constructing a development project at 13341 Cambridge Street ("Development") and has applied for and received development approval for the Development Plan Approval No. 893; and

WHEREAS, a condition of approval of DPA No.893 is that a traffic signal be installed, along with related street improvements, at and near the intersection of Carmenita Road and Cambridge Street ("Project") to mitigate the traffic impacts of the Development and potential future developments; and

WHEREAS, the Project shall be constructed by Developer on City property and on an area of BNSF Railway Company ("Railway") property that has been licensed to City ("License");

WHEREAS, the impacts of future development along Carmenita Road and Cambridge Street will also be mitigated by the Project, which will necessarily reduce the cost of mitigation measures for future developments; and

WHEREAS, as a condition of approval for the Development, Developer is required to construct the Project which is more particularly described in Exhibit "1" attached hereto and incorporated herein by reference; and

WHEREAS, once the Project, further described in Exhibit "1", is completed and accepted by the City, City shall take ownership and possession of the Project; and

WHEREAS, the total cost for the construction of the Project is estimated to be in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) and it is further estimated that the portion of the total cost of the Project that its related to the Development is three hundred seventy-one thousand and twenty seven dollars (\$371,027.00) with an excess amount of five hundred seventy-eight thousand nine hundred seventy-three dollars (\$578,973.00) to be proportioned and assessed against future development ("Excess Cost"); and

WHEREAS, in the event of future development along Carmenita Road and Cambridge Street, that will be benefited by the Project, Developer seeks reimbursement for the Excess Cost.

NOW, **THEREFORE**, the parties hereby agree as follows:

I. TERM.

This Agreement shall commence on the date first above-mentioned and shall remain and continue in effect for fifteen (15) years unless Developer is reimbursed for the total Excess Cost prior to that date in which case this agreement shall terminate automatically.

II. COLLECTION OF TRAFFIC SIGNAL BENEFIT FEES.

The City shall condition future development projects which are located on certain parcels, noted below in Paragraph III, that benefit from the Project to pay an amount that the City determines, based on the calculation set forth in Paragraph III below, is assignable to the future project for its portion of the Excess Cost for the construction of the Project.

III. CALCULATION.

The calculation of Developer's and the future development portions of the total estimated cost of the Project is based on the amount of area per parcel on Cambridge Street west of Carmenita Road. At the time of this Agreement, the following are the parcels that would be subject to the assessment for any future development, on these parcels or on any parcel(s) that are hereafter created from any of these parcels, pursuant to the following Calculation,. There are a total of seven (7) parcels that will be apportioned of the Excess Costs on a square footage basis (1,078,726 SF total). The parcels are as follows:

	<u>APN</u>	Area (SF)	<u>Address</u>	<u>Amount</u>
1.	8059-001-020	18,989	13729 Cambridge Street	\$ 16,723
2.	8059-001-019	49,139	13344 Cambridge Street	\$ 43,275
3.	8059-001-022	59,907	13320 Cambridge Street	\$ 52,758
4.	8059-001-021	35,639	13302 Cambridge Street	\$ 31,386,
5.	8059-001-003	79,238	13230 Cambridge Street	\$ 69,782
6.	8059-001-012	100,579	13220 Cambridge Street	\$ 88,577
7.	8059-001-017	313,934	13215 Cambridge Street	\$ 276,472

IV. REQUEST FOR REIMBURSEMENT PROCEDURE.

Developer may, no more often than once a year, make a written request for reimbursement in accordance with this Agreement. Within 90 days of receipt of written request, the City shall determine the amount Developer is entitled to and shall reimburse Developer in accordance with its standard accounting procedures. Once the City determines a payment is due, the City shall use best efforts to reimburse Developer within 60 days of determination.

V. ACCOUNTING.

Within 90 days completion of construction, the Developer shall furnish the City Engineer itemized, receipted bills covering all costs of said work from which the total cost of the Project included in said work can be determined and the amount of the reimbursement ascertained. The City shall have 90 days from receipt of the aforementioned bills from Developer to object to the adequacy of the documentation. If City does not object to Developer's documentation within 90 days of Developer's submittal, Developer's documentation shall be deemed sufficient. However, if there is a disagreement between the parties as to the adequacy of the aforementioned documentation, the parties agree to make reasonable efforts to come to agreement on the adequacy of the documentation. If an agreement cannot be reached between the parties within one hundred twenty (120) days of City receiving the aforementioned documentation, the calculation shall be based on whichever is lower, the estimate of (\$950,000.00) or the documented costs ("Estimated Costs"). If the agreed upon documented costs are different from

the Estimated Costs an amendment to the Agreement shall be executed by the parties to revise the calculations in Section III herein.

VI. <u>CITY NOT GUARANTOR</u>.

It is agreed and understood between the City and the Developer that the reimbursement provided for in this agreement shall not be a charge against the general funds or any funds of the City, and shall not bear interest, and that the Developer shall look only to payment made or applicable fees collected for the Project pursuant to Paragraph III, computed at current cost index, as determined by the City Engineer. This Agreement shall not alter any other obligations of Developer which may exist nor does Developer obtain a vested right to develop the property for which any land use approval is required.

VII. CONSTRUCTION

a. Liability. The City shall not, nor any officer or employee thereof, be liable for any persons or property injured in connection with the construction of the Project, but all of said liabilities shall be assumed by the Developer, except if such injuries are caused by the gross negligence or willful misconduct of the City

b. <u>Independent Contractor.</u>

- 1. Developer is and shall at all times remain as to the City a wholly independent contractor. Any work performed by Developer shall at all times be under Developer's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Developer or any of Developer's officers, employees, or agents except as set forth in this Agreement. Developer shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Developer shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 2. No employee benefits shall be available to Developer in connection with the performance of this Agreement. Except for the fees paid to Developer as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Developer for performing services hereunder for City. City shall not be liable for compensation or indemnification to Developer for injury or sickness arising out of performing services hereunder.
- c. <u>Project Plans and Construction.</u> Developer has prepared a full set of plans for the Project that are consistent with City Standards. Said plans have been submitted to the City and have been approved by the City. Developer shall furnish all necessary labor, tools, materials, appliances, and equipment to complete the project and will construct the Project. The construction of the Project shall be inspected by City. Developer is responsible for obtaining the necessary permit(s) for the project from the City's Public Works Department. In addition, Developer shall comply with all of the provisions and requirements of Grade Crossing Signal Installation Agreement and License Agreement for Electrical Supply between City and Railway, which are Exhibit "2" and Exhibit "3" attached hereto and incorporated herein, when constructing the portion of the Project that is located in the Railway License area, minus the Railroad Protective Liability Insurance clause.
- d. <u>Insurance</u>. The Developer shall not commence Project construction work under this contract until he/she has obtained all insurance required hereunder from an insurance

company or companies acceptable to CITY nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required of the sub-contractor has been obtained. The Developer shall take out and maintain at all times during the construction of the Project the following policies of insurance:

- 1. Workers' Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.
- 2. Commercial General Liability with a combined single limit of not less than \$2,000,000 per occurrence, and general aggregate of not less than \$6,000,000. Such insurance shall:
 - a. Include products and completed operations liability, owners and contractor protective, blanket contractual liability, and personal injury liability.
 - b. Name the CITY as additional insured;
 - c. Be primary for all purposes;
 - d. Contain standard cross liability provisions.
- 3. Automobile liability insurance with limits not less than \$1,000,000 per occurrence, and with a general aggregate of not less than \$2,000,000.

Such insurance shall be issued by a company or companies, authorized to transact business in the State of California. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

Such insurance shall be issued by a surety company or companies authorized to transact business in the State of California.

The Developer shall during the construction of the Project:

- 1. Furnish a properly-executed certificate of insurance, which certificate shall clearly evidence all coverage required above and provide that such insurance shall not be terminated nor expire except on (30) days prior written notice to the City.
- 2. Maintain such insurance from the time work first commences until completion of work under this agreement.
- 3. Replace such certificate for policies expiring prior to completion of work under this agreement.
- 4. The policy of insurance provided for shall contain an endorsement which:
 - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.2 (b) hereof to be listed as additional insureds in the policy of insurance provided for by reason of any claim arising out of or connected with the operations of Developer or any subcontractor in performing the work provided for herein:

- (2) Provides it shall not be cancelled without thirty (30) days written notice to CITY of cancellation.
- (3) The Developer shall at the time of the execution of the contract present the original policies of insurance required or present a certificate of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein
- e. <u>Indemnity</u>. Except for the gross negligence or willful misconduct of the City, Developer shall save, keep, and hold harmless CITY, its employees, officers, volunteers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury, received by reason of or in the course of performing the construction of the Project, which may be occasioned by any willful or negligent act or omission by the Developer, any of the Developer's employees, officers, agents and volunteers or any subcontractor. CITY will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.
- f. Prevailing Wage: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Developer is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the CITY, 11710 E. Telegraph Road, Santa Fe Springs, California, and are available to any interested party on request. CITY also shall cause a copy of such determinations to be posted at the job site.
- g. Once the Project is completed and is inspected and accepted by the City, the City shall take sole exclusive ownership and possession of the Project, without payment therefore.

VIII. SECURITY

Developer shall, at all times, guarantee its performance of this Agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

- a. To ensure a faithful performance of this Agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of up to 100% of the estimated cost of construction of the improvements; and
- c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the amount of up to 10% of the estimated cost of construction of the improvements; and

d. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance thereof by the City.

The security required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents required by this Agreement are hereby incorporated in this Agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the City, less the total of all claims to which the City has been given proper notice. The security may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application therefor by the Developer.

IX. NOTICES.

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Santa Fe Springs

11710 E. Telegraph Road

Santa Fe Springs, California 90670

Attention: Noe Negrete

Director of Public Works

To Developer:

Cambridge Springs, LLC 13116 Imperial Hwy

Santa Fe Springs, CA 90670 Attention: Moshe Sassover

X. ASSIGNMENT.

The Developer shall not assign its obligations for construction of the project without prior written consent of the City, but may assign its rights to monies hereunder without consent of the City.

XI. GOVERNING LAW.

The City and Developer understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern

the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Santa Fe Springs. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

XII. 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.

XIII. 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.

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.

	<u>DEVELOPER</u> CAMBRIDGE SPRINGS, LLC
	By: MOSHE SASSOVER, MANAGER
	By:
	Name
	CITY OF SANTA FE SPRINGS A California municipal corporation
	By:RAYMOND R. CRUZ, CITY MANAGER
ATTEST:	
JANET MARTINEZ, CITY CLERK	
APPROVED:	
RICHARD L. ADAMS II, CITY ATTORNEY	<u> </u>

City Council Meeting

February 28, 2019

PRESENTATION

<u>Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter</u> Candidates

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Brent Hayward to introduce the newest members of the Santa Fe Springs Department of Fire-Rescue.

BACKGROUND

Two (2) Firefighter Candidates were hired on January 7th, 2019 to replace current vacancies in the Department of Fire-Rescue.

The two (2) new employees are currently on their assignments after completion of a comprehensive two-week orientation academy instructed by Santa Fe Springs Fire-Rescue personnel. They will continue their training throughout their first year of employment and will be tested quarterly covering each of the many skills they will be tasked with learning.

The two (2) new firefighters are considered Firefighter Candidates until their successful completion of a one-year probation. At that time they will receive permanent status with the City and receive their Santa Fe Springs Department of Fire-Rescue firefighter badge and compliment of new personal protective equipment.

New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

Pete Reveles Robert Amaya

> Raymond R. Cruz City Manager

Var PRC

City of Santa Fe Springs

City Council Meeting

February 28, 2019

APPOINTMENTS TO COMMITTE	EES AND COMMISSIONS Vacancies	S Councilmember
Beautification	2	Rounds
Beautification	5	Rodriguez
Beautification	3	Zamora
Family & Human Services	1	Rodriguez
Family & Human Services	1	Rounds
Historical	2	Rounds
Historical	2 3	Rodriguez
Historical	3	Trujillo
Historical	2	Zamora
Parks & Recreation	1	Mora
Parks & Recreation	1	Rodriguez
Parks & Recreation	1	Trujillo
Parks & Recreation	2	Zamora
Senior Citizens	3	Mora
Senior Citizens	2	Rodriguez
Senior Citizens	4	Trujillo
Sister City	1	Mora
Sister City	2	Rounds
Sister City	4	Rodriguez
Sister City	3	Zamora
Youth Leadership Committee	5	Rounds
Youth Leadership Committee	1	Rodriguez

Applications Received: None

Recent Actions: Abraham Walters was appointed to the Youth Leadership Committee. Vada Conrad and Margaret Bustos were removed from the Beautification Committee.

Attachments:

Prospective Members
Committee Lists

Raymond R. Cruz City Manager

Prospective Members for Various Committees/Commissions Beautification Family & Human Services Heritage Arts Historical Personnel Advisory Board Parks & Recreation Planning Commission **Senior Citizens Advisory** Sister City **Traffic Commission**

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership:

25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Juliet Ray	(20)
	Guadalupe Placensia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Vacant	
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vacant	(19)
	Vacant	
Rounds	Sadie Calderon	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	(19)
Rodriguez	Vacant	11
•	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	
	Debra Cabrera	(19)
	Kay Gomez	

^{*}Indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., 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
Mora	Martha Villanueva	(20)
	Margaret Bustos*	(20)
	Miriam Herrera	
Zamora	Gaby Garcia	(20)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Vacant	
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Rodriguez	Vacant	
	Linda Vallejo	(20)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(20)
$\sim 10^{10} \mathrm{MeV}$. The second of the se	Laurie Rios	(20)
	Bonnie Fox	(19)
Organizational Representatives:	Nancy Stowe	
(Up to 5)	Evelyn Castro-Guillen	

Elvia Torres

(SPIRITT Family Services)

^{*}Indicates person currently serves on three committees

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership:

9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	AJ Hayes	6/30/2021
Zamora	Larry Oblea	6/30/2019
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021
Committee Representatives		
Beautification Committee	Jacqueline Martinez	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	Bill Rounds	
Council Alternate	Vacant _	
City Manager	Ray Cruz	
Director of Community Services	Maricela Balderas	
Director of Planning	Wayne Morrell	

^{*}Indicates person currently serves on three committees

HISTORICAL COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Astrid Shesterkin	(20)
	Tony Reyes	(20)
	Amparo Oblea	(19)
	Vacant	(20)
Zamora	Francis Carbajal	(19)
	Vacant	
	Vacant	
	Larry Oblea	(20)
Rounds	Vacant	
	Adrianne Matte	(20)
	Mark Scoggins*	(19)
	Vacant	(19)
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

^{*}Indicates person currently serves on three committees

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

25

Membership:

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Vacant	
	Adrian Romero	(19)
	William Logan	
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(20)
	Ruben Gonzalez	(20)
	Frank Aguayo, Sr.	(20)
	Vacant	
	Vacant	
Rounds	Kenneth Arnold	(20)
	Mary Anderson	(20)
	Johana Coca*	(20)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Rodriguez	Rudy Lagarreta Jr.	(20)
T	Priscilla Rodriguez	(20)
· · · · · · · · · · · · · · · · · · ·	Lisa Garcia	(19)
	Sylvia Perez	(20)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(20)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	

^{*}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	JUNE 30 OF
Council	Angel Munoz Ron Biggs	6/30/2019 6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernande	z 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
Mora	Ken Arnold
Rounds	Ralph Aranda
Rodriguez	Francis Carbajal
Trujillo	Frank Ybarra
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., 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
Mora	Paul Nakamura	(20)
Talkin Fra Shakanda i Masakada Kababa Sanada Sanahin Shaka	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Rebecca Lira	(20)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Rodriguez	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Eduardo Duran	(20)
	Vacant	
	Vacant	
	Margaret Bustos* Vacant	(19)

^{*}Indicates person currently serves on three committees

SISTER CITY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Martha Villanueva	(20)
	Laurie Rios	(18)
	Vacant	
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevalios	(20)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(20)
	A.J. Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

^{*}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
Mora	Bryan Collins
Rounds	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Nancy Romo

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

		Term Expires in	
APPOINTED BY	NAME	Year Listed or	
		upon Graduation	
Mora	Kharisma Ruiz	(20)	
	Destiny Cornejo	(19)	
	Zachary Varela	(20)	
	Jazmine A. Duque	(19)	
Zamora	Joseph Casillas	(20)	
	Savanna Aguayo	(19)	
	Valerie Melendez	(19)	
	Christian Zamora	(19)	
Rounds	Abraham Walters	(21)	
	Vacant		
	Vacant		
	Vacant		
Rodriguez	Angel M. Corona	(19)	
	Jasmine Rodriguez	(21)	
	Ivan Aguilar	(19)	
	Jennifer Centeno Tobar	(19)	
Trujillo	Bernardo Landin	(20)	
	Isaac Aguilar	(21)	
	Andrew Bojorquez	(20)	
	Alan Avalos	(21)	