



# AGENDA

## REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

April 11, 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**

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

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

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**HOUSING SUCCESSOR**

**3. CONSENT AGENDA**

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

Minutes of the March 14, 2019 Housing Successor Meeting

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

**SUCCESSOR AGENCY**

**4. CONSENT AGENDA**

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

Minutes of the March 14, 2019 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

**CITY COUNCIL**

**5. CONSENT AGENDA**

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

a. Minutes of the March 14, 2019 Regular City Council Meeting

**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:

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

**NEW BUSINESS**

6. Adoption of Mitigated Negative Declaration

Second Reading of Ordinance No. 1100

An Ordinance of the City Council of the City of Santa Fe Springs, California, approving Zone Change Case No. 138 to change the zoning designation for an 8.68-acre property, from M-2 (Heavy Manufacturing) to M-2-PD (Heavy Manufacturing – Planned Development Overlay).

**Recommendation:** That the City Council:

- Read by Title only and adopt Ordinance No. 1100, approving Zone Change Case No. 138.

7. Consideration and Possible Action to Approve the Joint Powers Agreement for the Los Angeles Area Regional Training Group (RTG); Adopting Resolution No. 9631 supporting the Santa Fe Springs Department of Fire Rescue's Membership within the RTG authority, and Authorizing the City Manager to Execute the JPA

**Recommendation:** That the City Council:

- Approve the Los Angeles Area Regional Training Group (RTG) Joint Powers Agreement (JPA) in a final form approved by the City Attorney's Office;
- Adopt Resolution No. 9631 approving membership within the Los Angeles Area Regional Training Group (RTG) Joint Powers Authority;
- Authorize the City Manager to execute the JPA agreement and to take such reasonable actions as may be required to implement the intent of the agreement; and
- Alternatively, discuss and take other possible action related to this item.

8. Approval of Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for the 2019 Season

**Recommendation:** That the City Council:

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

9. Municipal Services Yard Underground Waste Oil Tank Removal – Award of Contract

**Recommendation:** That the City Council:

- Accept the bids; and
- Award a contract to OFRS, Inc. of Signal Hill, California, in the amount of \$15,887.00.

10. Painter Avenue Street Improvements – Authorization to Advertise for Construction Bids

**Recommendation:** That the City Council:

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

- 
11. Greenstone Avenue Street Improvement – Award of Contract  
**Recommendation:** That the City Council:
- Appropriate \$700,000.00 from the Bond Capital Improvement Funds to Greenstone Avenue Street Improvements (Activity 455-397-S039),
  - Accept the bids; and
  - Award a contract to Sully-Miller Contracting Company, of Brea, California, in the amount of \$3,444,361.00.
12. City Hall Public Counters and Accessibility Improvements – Award of Contract  
**Recommendation:** That the City Council:
- Appropriate \$37,200 from Utility Users Tax (UUT) Capital Improvement Plan (CIP) to City Hall Public Counters and Accessibility Improvements Project (PW18CD02);
  - Accept the bids;
  - Find La La Land of La Palma and Fogle Construction Company of San Pedro to be non-responsible bidders and reject their bids; and
  - Award a contract to RS Construction of Brea, California, in the amount of \$78,400.00.
13. Resolution No. 9630 – Approving Use of Senate Bill 1 Funds (Fiscal Year 2019/20) for Santa Fe Springs Road Street Improvement Project  
**Recommendation:** That the City Council:
- Adopt Resolution No. 9630 approving the Santa Fe Springs Road Street Improvement Project to be partially funded by Senate Bill SB-1, the Road Repair and Accountability Act; and
  - Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.
14. Council Requested Item – Temporary Moratorium on City Facility Fees  
**Recommendation:** That the City Council:
- Provide staff direction on the temporary moratorium of City facility fees.
- CLOSED SESSION**
15. PUBLIC EMPLOYMENT  
(Pursuant to California Government Code Section 54957(b)(1))  
TITLE: City Manager Evaluation
- CLOSED SESSION**
16. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)  
Unrepresented Employee: City Manager
- CLOSED SESSION**
17. CONFERENCES WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)

***City of Santa Fe Springs***  
***Regular Meetings***

***April 11, 2019***

**Agency Designated Representatives:** City Manager, Director of Finance, Human Resources Manager, City Attorney

**Employee Organizations:** Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

**CLOSED SESSION**

**18. CONFERENCES WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator

**Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

**Please note:** Item Nos. 19 – 28, will commence at the 7:00 p.m. hour.

**19. INVOCATION**

**20. PLEDGE OF ALLEGIANCE**

**21. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**22. ANNOUNCEMENTS**

**23. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

**24. PRESENTATIONS**

- a. Proclaiming April 26, 2019 as "National Arbor Day"
- b. Recognition of Lake Center Middle School Boys Basketball Team
- c. Presentation to Lance Corporal Paul Timothy Legarreta

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

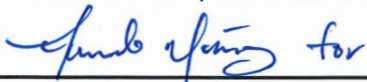
- a. Advisory Committee Appointments

**26. 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.*

**27. COUNCIL COMMENTS**

**28. ADJOURNMENT**

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

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

**April 4, 2019**  
\_\_\_\_\_  
Date

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

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



## *City of Santa Fe Springs*

City Council Meeting

*April 11, 2019*

### **CONSENT AGENDA**

Minutes of the March 14, 2019 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:

- March 14, 2019

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz  
City Manager

#### **Attachment:**

1. Minutes for March 14, 2019



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 14, 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, Mayor Pro Tem/Vice Chair Rounds and Mayor Trujillo.

**Members absent:** None

3. **ORAL COMMUNICATIONS** *This is the time when comments may be made by interested persons on matters on closed session items only.*

There was no one present to speak on the closed session item.

**CLOSED SESSION**

4. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
(Pursuant to California Government Code Section 54956.9 (d)(2))  
Number of Potential Cases – One (1)

Mayor Trujillo recessed the meeting at 6:03 p.m.

Mayor Trujillo reconvened the meeting at 6:21 p.m.

Interim City Attorney Richard L. Adams provided a report on closed session: there was no action taken.

Mayor Trujillo announced that Item No. 14 would be moved to the beginning of the agenda.

Traffic Enforcement Officer Detail – Pilot Program Update

**Recommendation:** That the City Council:

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

Captain Mike Davis provided a brief report on Item No. 14.

### HOUSING SUCCESSOR

5. **CONSENT AGENDA**

Minutes of the February 14, 2019 Housing Successor Meeting

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

## **SUCCESSOR AGENCY**

### **6. CONSENT AGENDA**

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

#### **Approval of Minutes**

Minutes of the February 14, 2019 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

## **CITY COUNCIL**

### **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 City Council.

#### **a. Minutes of the February 14, 2019 Regular City Council Meeting**

**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:

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, approving Items 7A and 7B, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

**8. Annual Weed Abatement Program**

**Recommendation:** That the City Council:

- Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

Public Hearing opened at 6:05 p.m.

There was no one present from the audience to speak on Item No. 8.

Public Hearing closed at 6:05 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, directing the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

**9. Adoption of Negative Declaration - Conditional Use Permit (CUP) - Case No. 792 - Development Agreement 01-2019**

A request to allow the construction and operation of a new 50-foot tall V-Shape digital billboard with 14' x 48' display areas located at 13060 Firestone Boulevard (APN: 7005-001-019) within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone, subject to Development Agreement 01-2019. (General Outdoor Advertising)

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 792 and the related Environmental Document, and thereafter close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Approve and 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
- Find that the applicant's CUP request meets the criteria set forth in §155.379(B), §155.384(C), and §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit; and
- Approve Conditional Use Permit Case No. 792 subject to the conditions of approval as contained within Resolution No. 9621; and
- Adopt Resolution No. 9621, which incorporates the City Council's findings and actions regarding this matter; and
- Introduce Ordinance No. 1099, to approve Development Agreement No. 01-

2019 by and between the City of Santa Fe Springs and General Outdoor Advertising.

Public Hearing opened at 6:06 p.m.

There was no one present from the audience to speak on Item No. 9.

Public Hearing closed at 6:06 p.m.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, introducing Ordinance No. 1099, approving the development agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo  
**Nayes:** None  
**Absent:** None

#### **NEW BUSINESS**

10. Introduction of an Ordinance No. 1101 Repealing Chapters 50 (Garbage and Refuse) and 119 (Recyclable Materials Dealer) and in Their Place Adopting a New Chapter 50 (Collection of Solid Waste and Recyclables)

**Recommendation:** That the City Council:

- Read by Title only, waive further reading and introduce for first reading Ordinance No. 1101.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, introducing Ordinance No. 1101, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo  
**Nayes:** None  
**Absent:** None

11. Adoption of Resolution No. 9623 – Authorizing the Relinquishment of Child Care and Development Services Pre-school Program Contract with the State Department of Education for Fiscal Year 2018-2019

**Recommendation:** That the City Council:

- Approve and adopt Resolution No. 9623 – authorizing the relinquishment of contract CSPP-8170 with the State Department of Education for the purpose of dissolving the Child Care and Development Services Pre-school Age Children Program for Fiscal Year 2018-2019.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving and adopting Resolution No. 9623 – authorizing the relinquishment of contract CSPP-8170 with the State Department of Education for the purpose of dissolving the Child Care and Development Services Pre-school Age Children Program for Fiscal, Year 2018-19 by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo  
**Nayes:** None  
**Absent:** None

**12. Approval of Letter of Agreement between the City of Santa Fe Springs and United Way of Greater Los Angeles for the Gas Company Utility Assistance and the Edison Assistance Fund Programs**

**Recommendation:** That the City Council:

- Approve the Letter of Agreement for the continued participation in the Gas Assistance Fund and the Edison Assistance Fund Programs with the United Way of Greater Los Angeles.
- Authorize the Mayor to execute and sign the Letter of Agreement with the United Way of Greater Los Angeles.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving the Letter of Agreement for the continued participation in the Gas Assistance Fund and the Edison Assistance Fund Programs with the United Way of Greater Los Angeles, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**13. Fiscal Year 2018-19 Midyear Budget Review and Modifications**

**Recommendation:** That the City Council:

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

It was moved by Council Member Mora, seconded by Council Member Rodriguez, approving the proposed revenue and expenditure adjustments as detailed in Attachments A through C with an amendment to eliminate \$50,000 adjustment to non-recurring expenditures, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**14. Traffic Enforcement Officer Detail – Pilot Program Update**

**Recommendation:** That the City Council:

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

This item was discussed at the beginning of the agenda.

**15. 2018 General Plan Housing Element Annual Progress Reports**

**Recommendation:** That the City Council:

- Authorize staff to forward the 2018 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem

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Rounds, authorizing staff to forward the 2018 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR), by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**16. Authorize the Purchase of Two (2) 2019 Chevrolet Tahoe's**

**Recommendation:** That the City Council:

- Authorize the Director of Purchasing Services to purchase two (2) New 2019 Chevrolet Tahoe's by piggybacking off a cooperative contract through Sourcewell No.120716-NAF with National Auto Fleet Group; and
- Authorize a purchase order to be issued in the amount of \$99,251.47 for this transaction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds authorizing the Director of Purchasing Services to purchase one (1) New 2019 Chevrolet Tahoe's by piggybacking off a cooperative contract through Sourcewell No. 120716-NAF with National Auto Fleet Group; and authorize a purchase order to be issued for amount of \$49,625.73 for this transaction, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**17. Town Center Plaza Improvements – Status Update**

**Recommendation:** That the City Council:

- Approve the updated Town Center Plaza Improvements Site Plan for Zone 1 (City Hall West Parking Lot).

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving the updated Town Center Plaza Improvements Site Plan for Zone 1, with the addition of a digital kiosk, and removing and relocating of flagpoles from the Veterans Fountain, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**18. Santa Fe Springs Road Street Improvements – Authorization to Advertise for Construction Bids**

**Recommendation:** That the City Council:

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

It was moved by Council Member Mora, seconded by Council Member Zamora, approving the Plans and Specifications; and authorizing the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**19. Ann Street Improvements – Authorization to Advertise for Construction Bids**

**Recommendation:** That the City Council:

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving the Plans and Specifications; and authorizing the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**20. Carmenita Road and 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
- Authorize the City Manager to execute the agreement on behalf of the City.

Sean Sherlock spoke on Item No. 20.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street; and authorizing the City Manager to execute the agreement on behalf of the City, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**CLOSED SESSION**

**21. PUBLIC EMPLOYMENT**

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

TITLE: City Manager Evaluation

**CLOSED SESSION**

**22. REAL PROPERTY NEGOTIATIONS**

(Pursuant to California Government Code Section 54956.8)

**Property:** APN: 8007-001-909 for the property located at 9919 Cedardale Drive, Santa Fe Springs, CA

**Agency Negotiator:** Public Works Director

**Negotiation Parties:** Rafael Rosalez

**Under Negotiation:** Price and Terms for the Sale of Property

***Mayor Trujillo recessed the meeting at 6:41 p.m.***

***Mayor Trujillo reconvened the meeting at 7:05 p.m.***

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Council did not take any action in closed session, per Interim City Attorney Richard L. Adams.

**23. INVOCATION**

Invocation was led by Councilmember Rodriguez.

**24. PLEDGE OF ALLEGIANCE**

Ava Lavalley, 1<sup>st</sup> grade student from Jersey Elementary led the Pledge of Allegiance.

**25. INTRODUCTIONS**

- Representatives from the Chamber of Commerce, CEO Kathy Fink, and Liz Buckingham from Friendly Hills Bank.

**26. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- Art Walk – March 16, 2019 from 10am to 12pm
- Memorial Scholarship Program – deadline is March 30, 2019
- Spring Adventure Camp – March 25, 2019 from 8:30am to 3pm

YLC sang Happy Birthday to Councilmember Zamora

**27. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager Ray Cruz spoke about attending the Los Angeles County Local Advocacy Day event. He also spoke about the ongoing budget meetings. Lastly, he spoke about setting up the City Council retreat.
- Public Works Director, Noe Negrete spoke about removing a windmill from Heritage Park for repairs. Second, he announced that Pescado Dorado will be staying in the City for the foreseeable future.
- Director of Planning, Wayne Morrell spoke about the Los Angeles Business Journal awarding the Goldman Logistics Center a Gold Award for 2019. Second, he spoke about an initial study for a CHP office replacement project.
- Director of Police Services, Dino Torres spoke about the Safe Neighborhood Team Block Parties in May and June 2019 at local Santa Fe Springs Parks.
- Fire Chief, Brent Hayward spoke about the Incident Support Unit arriving a few weeks ago. Second, he spoke about firehose replacements for the entire department. Last, he spoke about receiving a visit from the Miss Santa Fe Springs

Court and the tour they received of the Fire Headquarters.

- Purchasing Manager, Paul Martinez spoke about the Human Resources Department's Career Day at Santa Fe High School. He also spoke about the IT Department making an update to the Tyler Munis software next week.
- Director of Library Services, Joyce Ryan spoke about the Parks and Recreation Department attending the Career Fair at Santa Fe High School.

**28. PRESENTATIONS**

- a. Recognition of Santa Fe High School Girls Varsity Basketball Team
- b. Proclamation – Declaring the month of March as Colorectal Cancer Awareness Month in the City of Santa Fe Springs

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

- a. Advisory Committee Appointments

The following appointments were made: Councilmember Zamora appointed Annette Ramirez to the Beautification Advisory Committee.

**30. ORAL COMMUNICATIONS**

The following spoke during Oral Communications: Irma Garcia, Jason Gerros and Mirza Gallegos.

**31. COUNCIL COMMENTS**

Council Member Mora spoke about the Octopharma Plasma. He also spoke about the upcoming 5K Fun Run and Art Fest.

Council Member Rodriguez thanked those who attend the Safe Neighborhood Team meetings. She also thanked the principal at Santa Fe High School for the volunteer day event. She thanked the Teen Program for their volunteering efforts. She also thanked the Police Department for their continued efforts.

Council Member Zamora encouraged students to apply for the available scholarships. He also thanked everyone that comes to the City Council meetings for expressing their opinions.

Mayor Pro Tem Rounds congratulated the Santa Fe High School Girls Varsity Basketball team. He also thanked everyone for voicing their concerns and for attending the City Council meeting.

Mayor Trujillo thanked all those who come to the Meet the Mayor events. She encouraged people to report any unsafe behaviors and to submit complaints if they have an issue with any business.

Mayor Trujillo recessed the meeting at 7:58 p.m. to continue discussing the closed session items.

Mayor Trujillo reconvened the meeting at 8:51p.m.

Interim City Attorney Richard L. Adams provided a report on closed session items: there was no reportable action.

**32. ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 8:53 p.m.

**ATTEST:**

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

\_\_\_\_\_  
Juanita Trujillo  
Mayor

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

April 11, 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 and 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



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

### Adoption of Mitigated Negative Declaration

### Second Reading of Ordinance No. 1100

An ordinance of the City Council of the City of Santa Fe Springs, California, approving Zone Change Case No. 138 to change the zoning designation for an 8.68-acre property, from M-2 (Heavy Manufacturing) to M-2-PD (Heavy Manufacturing – Planned Development Overlay).

### RECOMMENDATION

Staff recommends that the City Council:

- Read by title only and adopt Ordinance No. 1100, approving Zone Change Case No. 138.

### MARCH 28, 2019 CITY COUNCIL MEETING

Ordinance No. 1100, passed its first reading at the March 28, 2019 City Council meeting. Below is the substance of the agenda report for the proposed Ordinance as it appeared at the City Council meeting of March 28<sup>th</sup>, listed under Public Hearing as "Ordinance No. 1100." It should be noted that there was no one from the public who came up to speak in favor or against the subject Ordinance, however, it was noted for the record that the requested appeal was withdrawn.

### LOCATION / BACKGROUND

The subject site, located along the north side of Telegraph Road with additional frontage on Romandel Avenue, is comprised of twenty-eight (28) parcels, measuring 378,288 sq. ft. (8.68 acres). The entire site is currently zoned M-2 (Heavy Manufacturing) and is currently occupied by a number of active oil wells located throughout the property. Other existing on-site improvements include utility lines, transformers, oil pumpjacks, pipes, fences, and electrical equipment. Industrial uses are located to the north and east of the property, while the properties to the north, south, and west are occupied by additional oil production activities.

Throughout its history, the subject site has never been developed outside of the oil production activities. Since 2006, there have been at least four (4) different developers that considered developing this site, but the constrained development requirements and proposed "Joint Use Agreement" resulted in failed negotiations. The applicant, PPF Industrial, LLC, has made the most progress in transforming the underutilized dirt into usable buildings than anyone else before them.

### RELATED ENTITLEMENTS

At the February 12, 2019 Planning Commission meeting, the subject entitlements and related environmental documents were presented by staff for the commissioners' consideration. After opening the Public Hearing, the audience had an opportunity to express their concerns towards the proposed project. The applicant also had an

opportunity to respond to said concerns. After hearing all testimonies and considerations of facts presented during the meeting, the Planning Commission unanimously voted in favor of the project, thus approving TPM 82567, DPA 957-962, the environmental document (Initial Study/Mitigated Negative Declaration), and recommending approval of ZC 138 to the City Council.

Approximately two (2) weeks following the Planning Commission meeting of February 12, 2019, the City Clerk received a formal appeal of the Planning Commission's actions. The appeal was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Regulations.

Based on recommendations by the City Attorney's office, staff decided to enact Section 155.866(C) of the City's Zoning Regulations and set the appeal as a public hearing before the City Council on March 28, 2019. On March 26, 2019, the City Clerk received notice that the appellant had withdrawn their request. Therefore, the March 28<sup>th</sup> meeting served as the first reading (introduction) for Ordinance No. 1100. If adopted at a subsequent Council Meeting, Ordinance No. 1100 becomes effective thirty (30) days after its adoption.

#### ZONE CHANGE REQUEST

The zone change request is proposing to rezone the existing site from M-2, Heavy Manufacturing, to M-2-PD, Heavy Manufacturing – Planned Development Overlay. This request is to allow variety and flexibility to the City's Zoning Regulations in order to improve the subject 8.68-acre site, which has never been developed due to existing and on-going oil production activities. In exchange for the Planned Development Overlay, the applicant has provided a project of high standards of design and quality of improvements. It should be noted that, as set forth by Section 155.328 of the City's Zoning Regulations, the project site does exceed the minimum 5-acre requirement. In addition, the proposed project received a 3-0 vote by the Planning Commission and therefore, has satisfied the required two-thirds vote.

#### ZONING AND LAND USE

The subject property is currently zoned M-2, Heavy Manufacturing, with a general plan land use designation of "Industrial". In conjunction with the subject TPM and DPA request, the applicant is proposing to rezone the subject property from M-2, Heavy Manufacturing, to M-2-PD, Heavy Manufacturing – Planned Development Overlay. The Zoning, General Plan and Land Use of the surrounding properties are shown in "Table 1" on the following page:

Table 1  
General Plan Consistency Analysis

<i><b>Direction</b></i>	<i><b>Zoning District</b></i>	<i><b>General Plan</b></i>	<i><b>Land Use</b></i>
North	M-2	Industrial	10207 Freeman Avenue – Electrical contracting (Anthony Electric/RGA Electric)  10140 Romandel Avenue – Ceramics and stone (Forever Tile & Stone)
South	M-2	Industrial	12720 Telegraph Road – Vacant
East	M-2	Industrial	12828 Romandel Avenue – Manufacturing of cable products (Windy City Wire and Cable)  12803 Telegraph Road – Warehouse (Globegistics Inc.)
West	M-2	Industrial	10051 Romandel Avenue – Vacant

#### STREETS AND HIGHWAYS

The subject site is located on the south side of Romandel Avenue and the north side of Telegraph Road. Romandel Avenue is designated as a “Local” arterial and Telegraph Road is designated as a “Major” arterial, within the Circulation Element of the City’s General Plan.

#### LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 et seq. and 65854 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.866 of the City’s Municipal Code. Legal notice of the Public Hearing for the proposed appeal was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor’s Roll within 500 feet of the exterior boundaries of the subject property on March 14, 2019. The legal notice was also posted at Santa Fe Springs City Hall, the City Library and the City’s Town Center kiosk and published in a newspaper of general circulation (Whittier Daily News) on March 15, 2019, as required by the State Zoning and Development Laws and by the City’s Zoning Regulations.

#### ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse impacts on the environment, therefore, the City caused to be prepared and proposed to adopt a Mitigated Negative Declaration (MND) for the proposed project, including Tentative Parcel Map No.

82567, Development Plan Approval Case Nos. 957-962, and the subject Zone Change Case No. 138. The MND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning. The Draft Initial Study/Negative Declaration was circulated for the required 20-day public review and comments from January 15, 2019 to February 4, 2019. The Notice of Intent to adopt the proposed Mitigated Negative Declaration was posted with the Los Angeles County Clerk. A copy of the Initial Study/Mitigated Negative Declaration was also mailed to responsible and trustee agencies, as well as, the surrounding cities for their review and comment. A digital copy of the Initial Study/Mitigated Negative Declaration is available for viewing on the City's website.

On February 12<sup>th</sup>, the City received a comment letter dated February 11<sup>th</sup> from Lozeau Drury LLP on behalf of Supporters Alliance for Environmental Responsibility (SAFER) regarding the IS/MND. Specifically, they requested that an Environmental Impact Report (EIR) be prepared in lieu of the Mitigated Negative Declaration. It should be noted that the comment letter was received after the 20-day public review and comment period. Nevertheless, the Planning Commission approved the Initial Study/Mitigated Negative Declaration at their February 12, 2019 meeting.

On March 26<sup>th</sup>, the City received a comment letter from the appellant, wishing to withdraw the appeal of MC&C projects III and IV. SAFER states that they were pleased that the project applicant had agreed to use best available control technology to dramatically reduce emissions from its construction equipment. SAFER offered their complete support and urged the City to approve the proposed project.

#### STAFF REMARKS

Based on the findings set forth in the attached Resolution (114-2019), which was adopted by the Planning Commission on February 12, 2019, Staff finds that the applicant's request meets the criteria set forth in §155.829 of the City's Zoning Regulations, for the granting of a zone change.



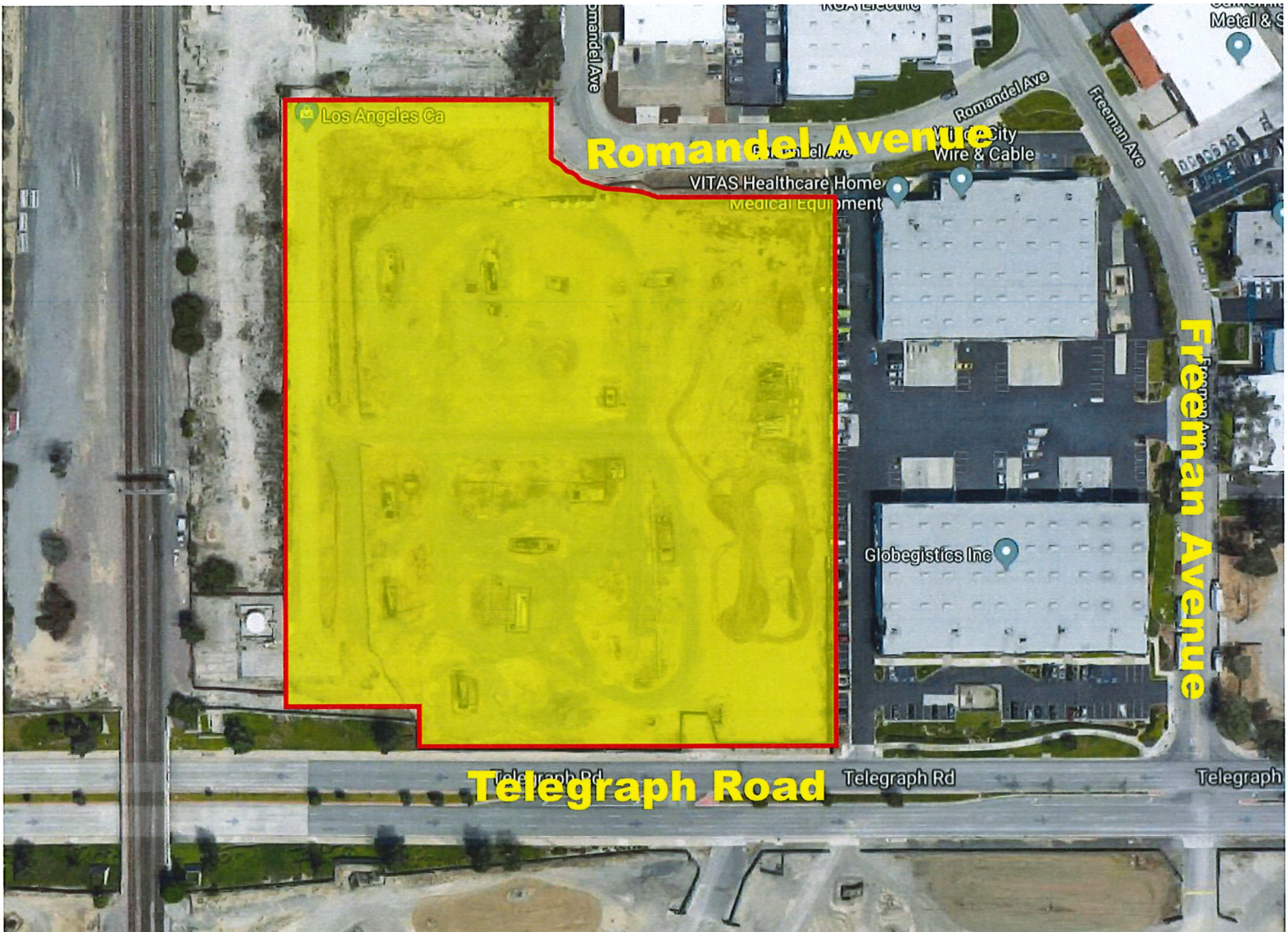
Raymond R. Cruz  
City Manager

#### Attachments:

1. Aerial Photograph
2. Ordinance No. 1100 – Zone Change Case No. 138
  - a. Exhibit "A" – Existing and Proposed Zone Change Maps



# CITY OF SANTA FE SPRINGS



## AERIAL PHOTOGRAPH

TENTATIVE PARCEL MAP NO. 82567,  
DEVELOPMENT PLAN APPROVAL CASE NOS. 957-962, &  
ZONE CHANGE CASE NO. 138



NORTH

TELEGRAPH RD. & ROMANDEL AVE.  
(Applicant: PPF Industrial, LLC)

ATTACHMENT #2

ORDINANCE NO. 1100

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS  
APPROVING ZONE CHANGE CASE NO. 138 TO CHANGE THE ZONING DESIGNATION  
FOR AN 8.68-ACRE PROPERTY, FROM M-2 (HEAVY MANUFACTURING) TO M-2-PD  
(HEAVY MANUFACTURING – PLANNED DEVELOPMENT OVERLAY).

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY  
ORDAIN AS FOLLOWS:

Section I. The City Council hereby approves and adopts an Initial Study/Mitigated Negative Declaration through its own independent judgment and analysis based on public testimony, the recommendation of the Planning Commission and the environmental consultant, Blodgett/Baylosis Environmental Planning.

Section II. Attached hereto and, by this reference, made a part hereof, is a map entitled "Exhibit A – Summary of Changes." The property which is the subject of this Ordinance is shown on said map as currently being in the M-2, Heavy Manufacturing, Zone.

Section III. Title 15 of the Code of Ordinances of the City of the City of Santa Fe Springs, which chapter is the Zoning Ordinance of the City, is amended by placing the property shown upon Exhibit A as being in the M-2-PD, Heavy Manufacturing – Planned Development Overlay, Zone.

Section IV. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ DAY OF APRIL, 2019.

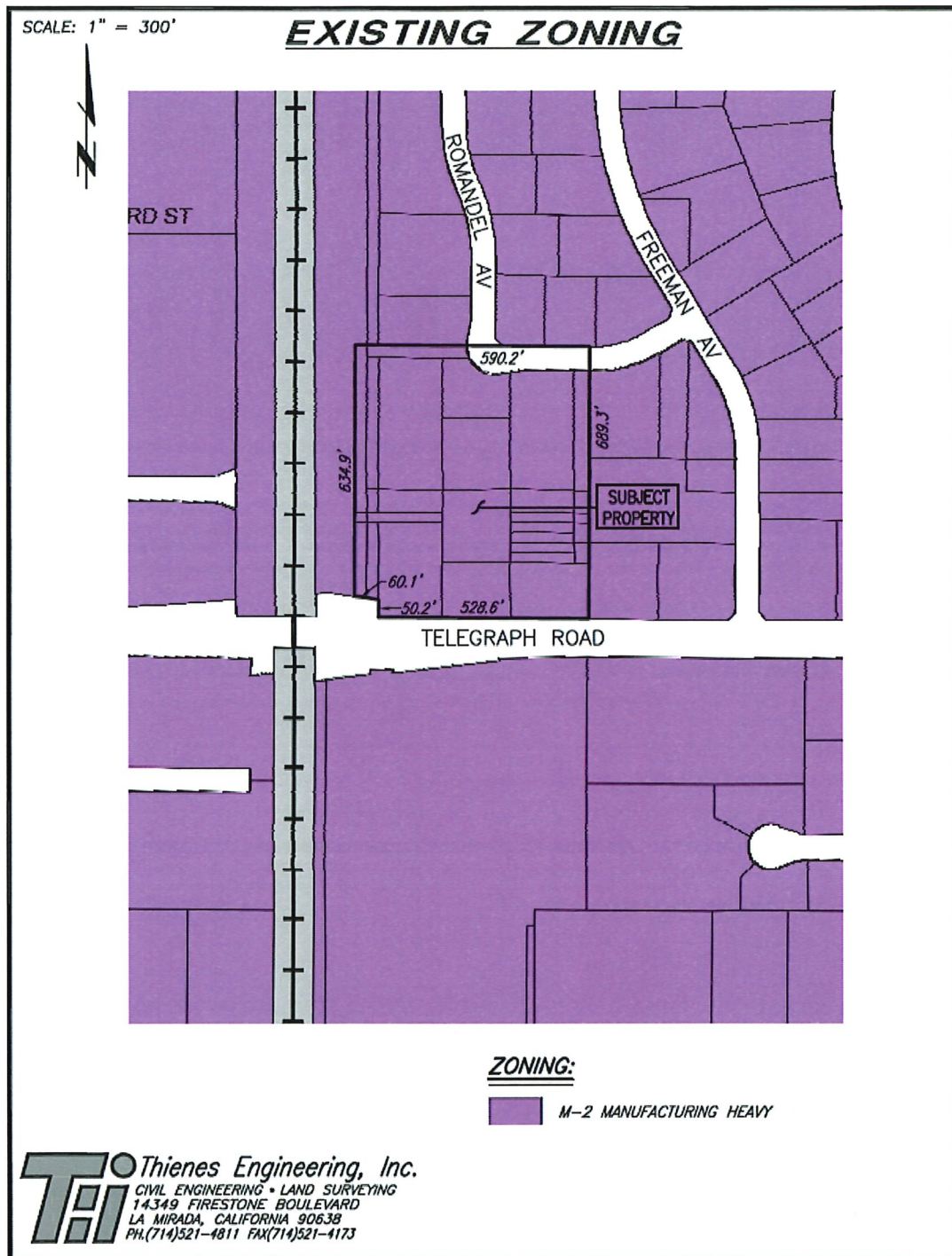
AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

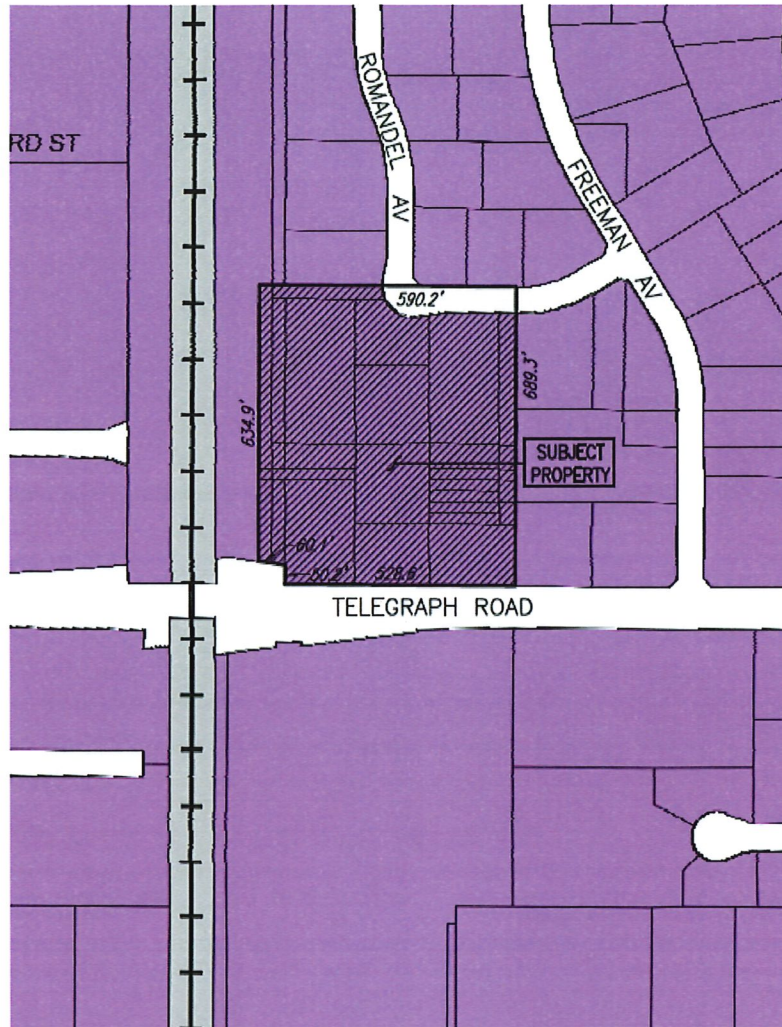
\_\_\_\_\_  
CITY CLERK

## EXHIBIT A – Existing and Proposed Zone Change Maps





SCALE: 1" = 300'

## PROPOSED ZONING



### ZONING:

-  M-2 MANUFACTURING HEAVY
-  M-2-PD MANUFACTURING HEAVY - PLANNED DEVELOPMENT OVERLAY ZONE

**TEI** Thienes Engineering, Inc.  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173



## ***City of Santa Fe Springs***

### ***City Council Meeting***

***April 11, 2019***

#### **NEW BUSINESS**

Consideration and Possible Action to Approve the Joint Powers Agreement for the Los Angeles Area Regional Training Group (RTG); Adopting Resolution No. 9631 supporting the Santa Fe Springs Department of Fire Rescue's Membership within the RTG authority, and Authorizing the City Manager to Execute the JPA

#### **RECOMMENDATIONS**

That the City Council take the following actions:

- Approve the Los Angeles Area Regional Training Group (RTG) Joint Powers Agreement (JPA) in a final form approved by the City Attorney's Office;
- Adopt Resolution No. 9631 approving membership within the Los Angeles Area Regional Training Group (RTG) Joint Powers Authority;
- Authorize the City Manager to execute the JPA agreement and to take such reasonable actions as may be required to implement the intent of the agreement; and
- Alternatively, discuss and take other possible action related to this item.

#### **BACKGROUND**

There are 30 fire departments within Los Angeles County and each fire chief has membership within the Los Angeles Area Fire Chiefs Association (LAAFCA). LAAFCA recognized the need for regional training more than a decade ago and established the Regional Training Group (RTG), which is largely supported through Homeland Security grant funds. By establishing the RTG Joint Powers Agreement (JPA), the Los Angeles Region is on the cusp of developing the next major cooperative nationally recognized Fire Service program which will continue regional training far beyond the availability of federal grant dollars.

Fire agencies within the Los Angeles County Operational Area (LACOA) have worked together for years to prepare for natural, technological and human-caused disasters. California led the way in the 1940's with the development of the statewide mutual aid system. Then Southern California fire agencies, through FIREScope, developed the Incident Command System (ICS) to strengthen the command and coordination of fire resources responding to and managing large scale emergencies. Both of these regional fire service systems are now in use nationwide.



## *City of Santa Fe Springs*

### *City Council Meeting*

*April 11, 2019*

Several years ago, in keeping with the progressive approach within the Southern California fire service, LAAFCA established a vision to create and operate a nationally recognized regional training and education program. Through this initiative to develop regional training for the ever-changing fire service environment, the RTG has proven to be quite successful at creating, conducting and evaluating regional training through multi-agency integration. The outcomes have been remarkable and are indeed a force multiplier in comparison to what a local, independent fire department can accomplish within its own training apparatus. Currently 9,000 professional firefighters within LAAFCA's sphere of influence serve a population of well over 10 million people and the RTG efforts have ramped up resource leverage, have increased the capacity of first responders and specialty teams to handle the most critical work required in the event of terrorism or other disaster and have become a State, if not Nationally recognized initiative – simply put the LAAFCA RTG vision of regional training has become a reality and is a very important component of all 30 fire departments within the region.

Through RTG's regionalized training, emergencies are handled more seamlessly thus increasing the fluidity of the operation. When a disaster strikes the LA region, no one department will be able to handle all calls for assistance in a widespread emergency response. Through this cooperation, the 30 fire agencies in the LA region have built relationships by promoting trust with the goal of achieving interoperability between all partner agencies. Beyond the operational benefits, firefighter service delivery improvements to all communities within Los Angeles County, as well as improvements in preparation and response to terrorism or other large-scale disasters have improved. The Joint Powers Agreement under consideration will ensure regional training continues even as Federal Homeland Security funds diminish. In fact, the past three years has seen an annual \$20 million dollar reduction in Homeland Security funding that would otherwise be available for projects such as RTG and there is no certainty that these dollars will return to levels that were once the norm.



# *City of Santa Fe Springs*

## *City Council Meeting*

*April 11, 2019*

By joining of the Joint Powers Agreement (JPA) agencies are guaranteeing participation in fire service regional training even if Federal dollars expire. Additionally, by becoming an early adopter to the RTG JPA, the fire chief will become a board member and will determine critical aspects that will impact future training such as:

- Creating Bylaws and/or other guidelines
- Developing Overall Policy & Strategies for regional training
- Developing a comprehensive plan for equitable funding
- Developing a budget
- Creating committees and sub-committees, as needed
- Other related responsibilities as set forth by the JPA Board that will benefit all local fire departments that choose to form the Regional Training Group Authority

There are no fees associated with joining the RTG JPA at this time, however it is anticipated that establishing a budget and seeking funding from member agencies will be a top priority. That said, the goal will be to provide equity, fairness and transparency for all member agencies and ultimately to follow LAAFCA's vision and training 9,000 professional firefighters as one.

### **FISCAL IMPACT**

None. No obligation of funds at this time. Option to leave the JPA with written notice.

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

Raymond R. Cruz  
City Manager

### **Attachment(s):**

1. Questions & Answers Document
2. Resolution No. 9631, authorizing the Santa Fe Springs Fire Department to join the Regional Training Group (RTG) Joint Powers Authority
3. Joint Powers Agreement for Los Angeles Area Regional Training Group (RTG)

# **Los Angeles Area Regional Training Group**

Los Angeles Area Fire Chiefs Association

## JOINT POWERS AGREEMENT LOS ANGELES AREA REGIONAL TRAINING GROUP JPA Information/Q&A

### **Background:**

By establishing the Regional Training Group (RTG) JPA, we are on the cusp of developing the next major cooperative nationally recognized Fire Service program. Fire agencies in the Los Angeles County Operational Area have worked together for years to prepare for natural, technological, and human-caused disasters. California led the way in the 1940's with the development of the statewide mutual aid system; Southern California fire agencies, through FIREScope in the 1970's, developed the Incident Command System to strengthen the command and coordination of the mutual aid system. Both of these regional fire service systems are now in use nationwide.

Today the Los Angeles Area Fire Chiefs Association (LAAFCFA) has set a vision for the RTG to create and operate a nationally recognized regional training and education program. As part of a larger initiative to develop regional training for a progressive fire service environment, the RTG has successfully proven that regional training through multi-agency integration is a force multiplier that ramps up resource leverage, and actually increases the capacity of first responders and specialty teams to handle the most critical work which terrorism or disasters present. Through regionalized training, any and all emergencies are handled more seamlessly thus increasing the efficiency and effectiveness of operations. When a disaster strikes the LA region, no one department will be able to handle all calls for assistance in a widespread emergency response. Through cooperation, the 30 fire agencies in the LA region have built relationships by promoting trust with the goal of achieving interoperability between all partner agencies.

Combined with the dangers that exist in urban/metropolitan framework is the fact that fire department leaders are being asked to do more with less. This requires training officers to look for new ways to continually deliver critical training information to their audiences. Fire department training remains the best insurance policy that any agency can provide to ensure the safety and operational effectiveness of its members and to the public it serves. That belief mandates that the region's fire departments work in a cooperative manner within the urban area Homeland Security Strategic Plan to effectively and efficiently develop and deliver standardized training to all of its firefighters. The RTG Strategic Plan identifies ways to better prepare for human-caused and natural disasters and was developed under the direction of the LAAFCFA by the RTG. The next step in this evolution of cooperation is the establishment of a Joint Powers Agreement (JPA).

**Discussion:**

LAAFCFA is seeking support from all 30 fire departments within the Los Angeles Area to create the RTG Joint Powers Agreement (JPA). By doing so, the Los Angeles Area Fire Chiefs will develop a governance structure that ensures an equitable and sustainable level of cost-effective standardized all-risk training (inclusive of all in-service related training that is not supported by homeland security grants).

This LA regional based program has the potential to provide Fire Service Training Standards across the nation as the aforementioned Mutual Aid and FIREScope systems did years ago, while creating national significance. In our current structure, we have already provided a framework for training fire department personnel to meet the full range of potential terrorism caused disasters in the region. The current training platform is Homeland Security Grant funded and is an undertaking that mandates establishing centralized regional training priorities with a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) nexus. By creating a JPA, the fire chiefs are able to provide all areas of Regional Fire Service training while not limiting to the restrictions of CBRNE related training that Homeland Security Grants impose (think advancements in fire suppression operations, emergency medical services [EMS], leadership development and similar training that can be delivered to your local firefighters).

In the aftermath of September 11, 2001 attacks in New York, Washington and Pennsylvania, first responders nationwide had to identify new ways to prepare for the unthinkable. New curriculum, tools, equipment and methods for safe firefighting and rescue operations continue to evolve. Incident command elements have had to be further developed to operate effectively within the unified command, multi-agency, mutual aid environment. Although departments like Los Angeles Fire Department and Los Angeles County Fire Department possess unmatched resources, every department in the LA region has something to offer through a cooperative and collaborative manner which will make all of the 9000 professional firefighters within the Los Angeles region better by training as one. It is the ongoing goal of the RTG to design, coordinate and deliver cost-effective fire service training equitably to all the participating agencies. The RTG training programs utilize trained instructors from across the region to deliver the necessary learning at shared regional facilities of all types, through online training and via multi-media communications to fire stations.

## **Outcomes & Responsibilities:**

The strategy of the RTG JPA may require a fundamental change of thinking by the participating agencies; switching from individual stand-alone Non-CBRNE training to a regionally supported and administered training program beneficial to the end goal of training as one. The establishment of this JPA, in concert with the administration of a robust regional training program, will help bring about a culture that accepts local control and self-directed learning for independent fire departments while acknowledging and promoting the value of standardization and regional training; *the greatest good for the greatest number of first responders!*

### **1. What are the responsibilities of each member agency that joins the JPA?**

- Member agencies provide administrative control & oversight through a legal framework
- Member agencies agree to meet on a routine basis in compliance with the Brown Act
- Member agencies agree to create an executive committee, as needed
- It is anticipated that member agencies will be asked to conduct the following:
  - Create Bylaws and/or other guidelines
  - Develop Overall Policy & Strategies for regional training
  - Develop a comprehensive plan for equitable funding
  - Develop a budget
  - Create committees and sub-committees, as needed
  - Other related responsibilities as set forth by the JPA Board

### **2. What specific capabilities will member agencies obtain from participating in this JPA?**

- Non-CBRNE related In-Service Training
- Agency specific, targeted training
- Research opportunities & funding (such as the WiFIRE Project related to wildfire analysis)
- Use of RTG Training which in turn should offset or augment annual training budgets for participating agencies
- Confidence that mutual aid and automatic aid agencies from the LA Region responding into the jurisdiction of the incident are trained to function at a competent and professional level of performance
- Membership in a nationally recognized fire service training program which is intended to partner with Community Colleges and University undergraduate and graduate level educational programs

**Outcomes & Responsibilities (Cont'd):****3. What would be the monetary costs for RTG JPA membership?**

It is important to note that LAAFCA is not asking any agency at this time to provide any funding to join the JPA. The JPA Board will be tasked with creating an equitable funding plan for each member agency.

Methodologies used to determine annual monetary contributions would be the responsibility of the Board. The points listed below are examples of monetary costs formulas and/or revenue generating plans that the JPA Board may consider:

- Annual contributions that are to be determined by the JPA Board could include:
  - Scalable set fee per agency (0-50 employees; 51-200 employees; etc.)
  - A per capita cost with a formula agreeable to all participating agencies
  - In-kind services to the JPA to offset cost of membership
  - ISA agreements with Educational Partners which produce FTE Revenue generation for the JPA
  - Securing Grants (Non-related Homeland Security Grants not requiring a CBRNE training nexus)
  - Other recommendations by finance officials and approved by the signatory agencies (RTG JPA Board Members)

The RTG is exploring possibilities to be presented to the JPA Board for revenue generation once the JPA is established. The following programs are examples of revenue generating possibilities for the JPA:

- Granting access of RTG developed training to Fire Departments outside of the LA region for a fee. Hence, developing Industry training standards while generating revenue for the JPA. There are departments outside of the region already requesting access to RTG training.
- Selling advertising space on the newly developed RTG Mobile App
- Donations from private donors, private entities or higher learning centers/universities.
- Public/private partnerships related to studies, research, training or other activities that support regional training

Finally, Firehouse World Conference is moving to Los Angeles in 2019, making the timing for the JPA optimal.

***The best way to predict the future is to create it!***

**RESOLUTION NO. 9631**

**A RESOLUTION BY THE SANTA FE SPRINGS CITY COUNCIL APPROVING THE LOS ANGELES AREA REGIONAL TRAINING GROUP (RTG) JOINT POWERS AGREEMENT; AUTHORIZING THE CITY'S MEMBERSHIP IN THE LOS ANGELES AREA REGIONAL TRAINING GROUP AUTHORITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JPA AGREEMENT**

The City Council of the City of Santa Fe Springs does resolve as follows:

**SECTION 1:** The City Council finds and declares as follows:

- A. The City recognizes the need to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants;
- B. The City supports the efforts to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and
- C. The Joint Powers Agreement (JPA) attached as Exhibit A, and incorporated by reference, creates a Joint Powers Authority to conduct coordinated fire protection and safety trainings, and to address emerging fire protection and safety issues throughout the Los Angeles Area and other areas that appear to have a connection or nexus to the Los Angeles Area; and
- D. The City desires to become a member of the Los Angeles Area Regional Training Group (RTG) authority.

**SECTION 2:** Pursuant to Government Code §6500, et seq., the City Council approves the JPA and authorizes the City's membership in the Regional Training Group (RTG) Authority.

**SECTION 3:** The City Manager is authorized and directed to execute the Los Angeles Area RTG Joint Powers Agreement to effectuate the intent of this Resolution. The City Manager, or designee, is authorized to take such reasonable actions as may be required to implement the intent of this Resolution.

**SECTION 4:** This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed, in which case the City will withdrawal

**APPROVED:**  
**ITEM NO.:**

from the Los Angeles Regional Training Group Joint Powers Authority (JPA) in accordance with terms of the Joint Powers Agreement (JPA).

PASSED AND ADOPTED by the City Council of the City of Santa Fe Springs, State of California this 11<sup>th</sup> day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Juanita Trujillo, Mayor

ATTEST:

---

Janet Martinez, CMC, City Clerk

## **JOINT POWERS AGREEMENT FOR LOS ANGELES AREA REGIONAL TRAINING GROUP**

This Joint Powers Agreement ("Agreement") is executed by and among those public agencies, duly organized and existing, which are parties signatory to the Agreement, including parties that may later become signatories to this Agreement, for the purpose of operating a joint powers authority as provided in this Agreement. This Agreement is created pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code relating to the joint exercise of powers between the public agencies.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

### **RECITALS**

WHEREAS, the Members have and possess the power and authority to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request training and other services for the benefit of their lands and inhabitants; and

WHEREAS, it is to the mutual benefit of the Members to create a joint powers authority, and the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq., to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Members agree as follows:

### **ARTICLE 1 DEFINITIONS**

Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings:

- 1.01 "Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq.

1.02 "Agreement" shall mean this Joint Powers Agreement, as originally entered into and as amended from time to time in accordance with the provisions of this Agreement.

1.03 "Authority" shall mean the Los Angeles Area Regional Training Group created by this Agreement.

1.04 "Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 of this Agreement.

1.05 "Board of Directors" or "Board" shall mean the governing body of the Authority.

1.06 "Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement, as amended from time to time by the Board.

1.07 "Director(s)" shall mean the individuals serving on the Board of Directors

1.08 "Effective Date" shall mean the date referenced in Article 3 and upon which this Agreement becomes effective and binding upon the Members.

1.09 "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

1.10 "Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

1.11 "Member" means any public agency as the term "public agency" is defined by Section 6500 of the Act, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Act by any of these agencies which has executed this Agreement and has become a member of the Authority.

## **ARTICLE 2**

### **CREATION OF JOINT POWERS AUTHORITY; PURPOSES**

2.01 Pursuant to the Act, there is hereby created a joint powers authority to be known as Los Angeles Area Regional Training Group (also referred to herein as the "Authority"). The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

2.02 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include conducting coordinated trainings and sharing resources, including but not limited to, facilities, equipment, and information, related to training firefighters and researching fire prevention, protection, and safety techniques, issues,

and information, and to address emerging and existing fire protection and safety issues for the benefit of their respective lands and inhabitants, in the manner set forth in this Agreement.

2.03 The Authority is intended to conduct coordinated fire protection and safety trainings, and to address emerging fire protection and safety issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all fire department agencies, and promoting the safety of both fire personnel and the public, accomplished in an effective manner by the following means, including but not limited to:

- a) Researching, identifying and selecting a records and business management system to be utilized by all Members for financial records, logistical support, training needs, and other purposes.
- b) Designing an initial plan to utilize training centers for training focused on firefighting activities, including Fire Suppression, Paramedic, Hazardous Materials and Urban Search and Rescue training.
- c) Constructing and conducting a comprehensive training needs assessment for the Authority or its Members.
- d) Training regional training staff and instructors on procedures and defining expectations to enable the success of the collaborative efforts.
- e) Designing a comprehensive plan for equitable, effective education and training delivery for Members that utilizes all available delivery systems and training centers, sites, or facilities used by the Authority.
- f) Updating the comprehensive plan for equitable, effective education and training deliveries for Members based on experience using the plan on an ongoing basis.

### **ARTICLE 3**

#### **PARTIES TO AGREEMENT; EFFECTIVE DATE**

3.01 This Agreement shall become effective, and the Authority shall come into existence, when this Agreement is authorized and executed by not less than three (3) public agencies ("Effective Date").

3.02 Members may submit written notice of immediate withdrawal from the Authority within 180 days after the Bylaws are adopted. There will be no costs for any Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) business days of adoption of the Bylaws. The notice shall include a copy of the adopted

Bylaws. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.02. After expiration of the stated time period, any Member may withdraw from the Authority in accordance with Article 16 of this Agreement, and will be reimbursed its pro-rata portion of monetary contributions as set forth in Article 16.

#### **ARTICLE 4**

##### **ASSOCIATE MEMBERSHIP AGREEMENT**

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by a majority vote of all members of the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

- a) State that the public agency is an Associate Member of the Authority.
- b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between fire department agencies to carry out the stated purposes of the Authority; and (ii) to contribute fire department personnel or facilities, who or that shall remain under the general direction and control of the respective Associate Member agency to which they or it belongs, to the Authority to assist in carrying out the activities of the Authority.
- c) Restrict the powers and obligations of such Associate Member public agency with respect to the Authority to those enumerated in this Article 4;
- d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;
- e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and
- f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Board may take into account any criteria deemed appropriate to the Board.

## **ARTICLE 5 POWERS**

5.01 The Authority shall possess in its own name all powers granted to it by law, including, but not limited to, any powers common to the Members, and the following enumerated powers:

- a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to retain or provide services, contract to permit others to use facilities, rent out facilities, and to purchase, lease, or dispose of equipment or supplies.
- b) To acquire by purchase or lease, hold, and dispose of property, real and personal.
- c) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, entities, Members, and any governmental entity, in accordance with applicable laws, including applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.
- d) To sue and be sued in its own name.
- e) To apply for, accept, and receive appropriate grants, loans, and other assistance under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.
- f) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.
- g) Apply for, accept, and receive all licenses and permits from any federal, state, or local public agency.
- h) To appoint committees and adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.
- i) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.
- j) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.
- k) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Such overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

- l) To purchase equipment with prior approval by the Executive Director and pursuant to the Board's purchasing policy.
- m) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.
- n) To invest, or cause to be invested, and manage, or cause to be managed, Authority funds, by and through the Treasurer, in accordance with State law.
- o) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.
- p) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act or otherwise permitted by law.

5.02 Pursuant to Government Code Section 6509, the powers of the Authority shall be exercised in accordance with the Act, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the El Segundo Fire Department.

5.03 Each Member expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own fire protection needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.04 Each Member expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their fire protection and safety needs.

## **ARTICLE 6 ORGANIZATION**

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the Fire Chief of each member agency. Each Director may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board. The Board of Directors may allow for an alternate of

the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

- a) The withdrawal or removal of the appointing Member from the Authority;
- b) The death or resignation of the Director, in which case the appointing Member will provide a replacement Director;
- c) The Authority's receipt of written notice from the Member that the Director appointed by that Member is no longer qualified; or
- d) The Board by at least a two-thirds (2/3) vote of the entire Board determines to remove a Director, in which case the appointing Member will provide a replacement Director.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the appointing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

- a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt and amend Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.
- b) The Board may form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification, or disapproval, by the Board at its discretion.
- c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not Directors of the Board.
- d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the

budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

- e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement, including contracting with a certified public accountant for an annual audit of accounts, records, and financial affairs of the Authority as necessary or required.
- g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to making and entering into contracts; employing agents and employees; acquiring, holding, and disposing of property; incurring debts, liabilities or obligations necessary for the operation of the Authority; receiving, accepting and expending or disbursing funds, by contract or otherwise, for purposes consistent with the provisions hereof; adopting contracting and purchasing rules and regulations, internal financial controls, personnel rules and regulations, maintaining at all times a complete and accurate system of accounting for all funds of the Authority, and similar rules and regulations consistent with State law governing public agencies.
- h) Adopt any rules, regulations, and policies as may be required for meetings, the conduct of meetings, and the orderly operation of the Authority.

## **ARTICLE 7**

### **MEETINGS OF THE BOARD OF DIRECTORS**

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the California Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However,

less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Director of the Board shall have one vote.

## **ARTICLE 8 EXECUTIVE COMMITTEE**

8.01 As set forth in Section 6.04 above, the Board may establish an Executive Committee which shall consist of no less than three (3) Directors selected from the Board. The Board will determine the number of Directors to serve on the Executive Committee. The Executive Committee will include the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors serving on the Executive Committee, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee, except for the Chair of the Authority, shall be confirmed and approved by the Board of Directors by a majority vote of the entire Board.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

## **ARTICLE 9 OFFICERS**

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every odd-year Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a Director of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

## **ARTICLE 10 COMMITTEES**

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson,

and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

## **ARTICLE 11**

### **LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS**

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

11.02 No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

11.03 The Authority may acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Article 14 below.

## **ARTICLE 12**

### **STAFF**

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

- a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director may be a contractor or an employee of one of the Members or Associate Members of the Authority and shall have obtained senior fire department management rank that will provide a range of operational capability to the Authority.
- b) Legal Counsel. With the approval of the majority of the Board, legal counsel shall be appointed to serve as general counsel ("General Counsel") to the Authority.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for

services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 and 6505.6 of the Act, the finance director and finance manager from an original member agency will be selected and designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer and the Controller shall be employees of the same Member. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505, 6505.1, and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of the appointing Member for work performed by the designated Treasurer and Controller, per a written agreement approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

## **ARTICLE 13 BUDGET, OPERATING FUNDS, AND AUDITS**

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Board. The Executive Director may apply for, receive, and use credit cards for the sole purpose of conducting Authority business in accordance with applicable written rules and regulations.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the

Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. These books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect the books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime, if any, paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for expenses, or for the overtime of employees or for salary, benefits, and overtime of employees contributed for administrative support as authorized by Section 5.01(k) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis for submission in a timely manner to the individual's contributing agency.

## **ARTICLE 14 INDEMNIFICATION AND INSURANCE**

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. Authority Obligations shall not constitute debts, liabilities, and obligations of any individual Member, and the Members shall have no liability therefor.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and

retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self-insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by an employee of the Member who is performing Authority primary or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorneys' fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the public agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the fire department agency or any contract labor provider retained by the fire department agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees, and the individual Chair, Vice Chair, and Secretary, from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority. This provision of indemnify shall not be construed to obligate the Authority to pay any liability including, but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful.

## **ARTICLE 15 MEMBER RESPONSIBILITIES**

15.01 Each Member shall have the following responsibilities:

- a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.
- b) To consider proposed amendments to this Agreement as set forth in Article 18.
- c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.
- d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out fire protection or safety programs as determined by the Board.

## **ARTICLE 16 ADMISSION AND WITHDRAWAL OF PARTIES**

16.01 Public agencies with fire departments and federal and California fire agencies may become Members of the Authority upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Authority shall file a notice of this Agreement within 30 days of its Effective Date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6. Upon any change in membership, the Authority shall file a notice of such change of membership within 10 days of its Effective Date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by California Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

- a) A Member may withdraw as provided and in accordance with Section 3.02 of this Agreement.
- b) After the expiration of the period provided in Section 3.02, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director.

(2) Disposition of Monetary Contributions Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will be entitled to a pro-rata return of monetary contributions or payments it made to the Authority that have not been expended by the Authority as of the effective date of the Member's or Associate Member's withdrawal. The pro-rata return shall be calculated by taking the total monetary contributions or payments made by the then-existing Members and that have not been expended, encumbered, or contractually obligated by the Authority as of the effective date of the withdrawal, and dividing it by the number of then-existing Members. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member. Each withdrawing or terminating Member acknowledges and agrees that it is not entitled to and has no rights to a return or share of any property, supplies, equipment, or other interests of the Authority, except as set forth in this Section or as otherwise approved by a majority of the Board.

16.04 The Board of Directors may terminate membership of any Member or Associate Member for any or no reason upon majority vote of the entire Board, upon the effective date set by the Board.

16.05 Upon any withdrawal or involuntary termination of a Member, the Member shall remain responsible and liable for any claims, demands, damages, or liability arising from the Member's membership in the Authority before the effective date of its withdrawal or involuntary termination of membership from the Authority. A Member shall not be responsible or liable for any claim, demand, damage, or liability arising after the effective date of its withdrawal or involuntary termination of membership from the Authority. The Authority may withhold funds otherwise owing to the Member or require the Member to deposit sufficient funds, as determined by the Board, to cover the Member's contingent responsibility for the foregoing claim, demand, damage, or liability.

## **ARTICLE 17**

### **DISSOLUTION AND DISPOSITION OF ASSETS**

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

- a) The written consent of two-thirds of the Board of Directors; and
- b) Full satisfaction of all outstanding financial obligations of the Authority; and
- c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

## **ARTICLE 18**

### **MISCELLANEOUS**

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the

interests of the owners of bonds, letters of credit, or other financial obligations of the Authority. The Executive Director shall file a notice of the amendment to this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

- Personal delivery;
- E-mail;
- U.S. Mail, first class postage prepaid;
- Facsimile; or,
- Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number, or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- The date of personal delivery;
- The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,
- The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.01.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties.

In the event the dispute is not resolved by mediation, the dispute shall be resolved by binding arbitration. The parties shall submit such dispute for binding arbitration in Los Angeles County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), or if that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West's, or other chosen arbitration organization's, then current rules related to commercial arbitration. Judicate West's Commercial Arbitration Rules can be found at: <https://www.judicatewest.com/Services/DisplayPDF/127>.

The parties shall have all rights for depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator may award the prevailing party all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law. The parties understand that by agreeing to binding arbitration, they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages.

**18.06 Partial Invalidity.** If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**18.07 Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

**18.08 Assignment.** No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

**18.09 Governing Law.** This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively. A Member's signature to this Agreement is not valid until its legislative or governing body has authorized execution of this Agreement.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements or representations, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to any matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

18.14 Recitals. The above recitals are true and correct and are incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

**[MEMBER] Authorization**  
for Membership in the Los Angeles County Regional Training Group

IN WITNESS WHEREOF, [MEMBER], by Resolution of its [GOVERNING BOARD] has caused this Joint Powers Agreement to be executed on its behalf by the [MEMBER EMPLOYEE TITLE], and attested by [BOARD] Clerk, as of the date so executed below.

[MEMBER NAME]

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
NAME  
TITLE

ATTEST: APPROVED AS TO FORM:

By: \_\_\_\_\_ By: \_\_\_\_\_  
NAME NAME  
TITLE TITLE



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for the 2019 Season

### RECOMMENDATIONS

That the City Council take the following actions:

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for the 2019 season.
- Authorize the Mayor to execute and sign the Use Agreement with the Norwalk-Santa Fe Springs Saints 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 Norwalk-Santa Fe Springs Saints Youth Football & Cheer (Saints) to allow community youth to be exposed to football and cheer activities. The City provides space at its athletic fields and facilities for the Saints to condition and practice. Additionally, the Saints use Little Lake Park 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 Saints. The agreement specifies the locations, dates, and times of use, establishes the expectations of the Saints, outlines the responsibilities of both the Saints and the City, and memorializes certain practices that both parties have informally adopted and have utilized in the past.

At its meeting of June 9, 2016, the City Council approved and entered into a Use Agreement for Fields and Facilities with the Saints that expired on November 30, 2017. However, due to extenuating circumstances on the part of the Saints, an agreement was not signed for the 2018 season. Instead, the Saints opted to pay field fees per use.

The following outlines the facilities and periods of use for the Saints:

**Facilities:** Lakeview Park (for conditioning); and Little Lake Park (summer & fall practices).

**Periods of use:** Every Sunday beginning mid-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 Saints the right to use Lakeview Park and Little Lake Park commencing April 14, 2019 and terminating January 31, 2020 for conditioning and practices, respectively. No games will be played at these venues. All games will be played away at opposing teams' venues.
- The Saints 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 Saints must provide a copy of the Certificate of Insurance of at least \$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 Saints must obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- The Saints must provide proof of non-profit status designation and submit an annual financial statement.
- The Saints 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 Saints will have use of a City facility for player weigh-ins, opening day activities, and an end of season banquet event at no cost.
- If the Saints 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 Saints 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 Saints, 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 Saints on or before November 1, 2019.

**FISCAL IMPACT**

In accordance to the Use Agreement, the Saints would 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 the Saints that

takes into account staffing and field use costs:

<b>Norwalk-Santa Fe Springs Saints Youth Football &amp; Cheer – Fiscal Overview</b>	
April – June: Sunday Conditioning	*No Staff Cost
July – August: Monday-Friday Practices	\$1,210.00
September – November: Tuesday-Thursday Practices	\$1,090.00
December – January Cheer Practices	*No Staff Cost
August – Opening Day (use of fields, pavilion & meeting room)	\$683.00
End of Season Banquet – Social Hall	\$112.00
Field Rehab (Reseeding and Fertilizer)	\$950.00
<b>Total Expenses</b>	<b>\$4,045.00</b>
Saints' Contribution Amount	(\$2,000.00)
<b>Difference</b>	<b>\$2,045.00</b>

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

As the table indicates, the City's subsidy to the Saints for the 2019 season will be \$2,045.00.

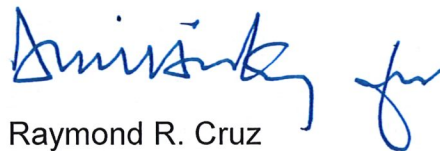
According to the Internal Revenue Service, as of August 9, 2018, Norwalk-Santa Fe Springs Saints Youth Football & Cheer is exempt from federal income tax under Internal Revenue Code Section 501(c)(3). Additionally, according to the California Secretary of State, the Saints are an active, non-profit organization registered in the State.

Staff recommends the City Council review, consider, and approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer.

#### **LEGAL REVIEW**

The Interim City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints 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

#### **Attachment**

2019 Use Agreement for Athletic Fields & Facilities – Norwalk-Santa Fe Springs Saints Youth Football & Cheer



**CITY OF  
SANTA FE SPRINGS**  
**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 the *Norwalk-Santa Fe Springs Saints Youth Football & Cheer*, (hereinafter referred to as "ORGANIZATION").

**RECITALS:**

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

**1. TERM OF AGREEMENT**

AGENCY grants ORGANIZATION the right to use *Lakeview Park*, located at 10225 Jersey Avenue in Santa Fe Springs. The ORGANIZATION has also been granted the right to use the *Little Lake Park*, located at 10900 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining storage/utility room (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use *Lakeview Park* and *Little Lake Park* commencing April 14, 2019 and terminating January 31, 2020 for the following activities and periods of time:

- *Spring Conditioning* – To be held on Sundays beginning April 14 until June 30, 2019
- *Football Practices* – Beginning July 15 until November 30, 2019
- *Cheer Practice* – Beginning July 15 until January 31, 2019

Specifically, ORGANIZATION will utilize *Lakeview Park* Sundays from 12:00 p.m. – 2:00 p.m. for spring conditioning from April until June. ORGANIZATION will utilize *Little Lake Park* Monday – Friday from 6:00 p.m. – 8:00 p.m. for football practice from July until Labor

Day. 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 6:00 p.m. – 8:00 p.m. The facilities identified in this AGREEMENT will be used for ORGANIZATION practices only. The ORGANIZATION will play its games at other locations that are not AGENCY-owned and/or operated.

Cheer practice will be held at *Little Lake Park* Monday – Friday from 6:00 p.m. – 8:00 p.m. from July until Labor Day. From the Tuesday after Labor Day until the completion of the football season at the end of November, cheer practices will be held Tuesday through Thursday from 6:00 p.m. – 8:00 p.m. Cheer practice will take place in outdoor locations on *Little Lake Park* and no indoor venue will be provided.

AGENCY will grant to ORGANIZATION use of *Little Lake Park* on the following dates at no additional cost:

- Wednesday, August 28<sup>th</sup> – Player weigh-in (Meeting Room only)
- Saturday, August 17<sup>th</sup> – Opening day activities

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 ORGANIZATION 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. USE OF FACILITIES**

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

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per 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 30<sup>th</sup> and December 31<sup>st</sup>. (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. LEGAL RESPONSIBILITIES**

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

## 6. USE OF PREMISES

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

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

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

## 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. IMPROVEMENTS**

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

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

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

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

## **11. TITLE TO IMPROVEMENTS**

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

## **12. SIGNS**

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

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

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least thirty (30) days in advance of such termination.

## **14. NOTICE**

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

To AGENCY:

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

To ORGANIZATION:

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

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

## **15. ATTORNEYS FEES**

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

## **16. GOVERNING LAW**

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

## **17. ASSIGNMENT**

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

## **18. INSURANCE**

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

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

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

#### **19. INDEMNIFICATION**

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

**20. INDEPENDENT CONTRACTOR**

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

**21. ENTIRE AGREEMENT OF THE PARTIES**

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

ORGANIZATION: Norwalk-Santa Fe Springs Saints Youth Football & Cheer

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

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

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

CITY OF SANTA FE SPRINGS  
A Municipal Corporation

\_\_\_\_\_  
Juanita Trujillo  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy Tsai  
City Attorney



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

### Municipal Services Yard Underground Waste Oil Tank Removal – Award of Contract

#### **RECOMMENDATION**

That the City Council take the following actions:

- Accept the bids; and
- Award a contract to OFRS, Inc. of Signal Hill, California, in the amount of \$15,887.00.

#### **BACKGROUND**

On February 14, 2019 the City Council authorized the City Engineer to add the Municipal Services Yard Underground Waste Oil Tank Removal project to the Capital Improvement Plan. In addition, City Council approved the plans and specifications for Municipal Services Yard Underground Waste Oil Tank Removal, and directed staff to advertise for construction bids.

The project consists of the demolition of concrete pavement, excavation, along with the complete removal of the underground oil tank and its appurtenances to include conveyance lines, soil sample collection beneath the tank and piping for hydrocarbons and volatile organic compounds analysis. Then placement and compaction of the crushed miscellaneous base, paving of concrete pavement to match existing.

The City received a total of five bids on March 26, 2019. City staff reviewed each bid proposal and determined they were compliant with the project specifications. The following represents the bids received and the amount of each bid:

<b><u>Company Name</u></b>	<b><u>Bid Amount</u></b>
1. OFRS, Inc.	\$15,887.00
2. Fleming Environmental, Inc.	\$26,350.00
3. Silverado Contractors, Inc.	\$27,795.00
4. AVA Environmental, Inc.	\$36,683.00
5. United Pumping Service, Inc.	\$54,000.00

The low bidder for the project is OFRS, Inc. of Signal Hill, California, in the amount of \$15,887.00, which is approximately 49% below the Engineer's Estimate of \$31,000. Staff determined the bid submitted by OFRS, Inc. to be responsive and responsible.

#### **LEGAL REVIEW**

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

#### **FISCAL IMPACT**

The Municipal Services Yard Underground Waste Oil Tank Removal project (PW190003) has a budget of \$55,500.

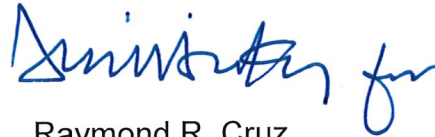
Report Submitted By:

Noe Negrete  
Director of Public Works

Date of Report: April 3, 2019

**INFRASTRUCTURE IMPACT**

Removal of the underground waste oil tank ensures compliance of the current California underground storage tank regulations.

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

Raymond R. Cruz  
City Manager

Attachment:  
Exhibit A: Agreement

**CITY OF SANTA FE SPRINGS**  
**CONTRACT AGREEMENT**  
**FOR**  
**MUNICIPAL SERVICES YARD**  
**UNDERGROUND WASTE OIL TANK REMOVAL**  
**IN THE CITY OF SANTA FE SPRINGS**

This Contract Agreement is made and entered into the above-stated project this 11<sup>th</sup> day of April, 2019, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and OFRS, Inc. as CONTRACTOR in the amount of \$15,887.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

### ARTICLE VI

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

ARTICLE VII

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

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

**CONTRACTOR  
OFRS, INC.**

By:

\_\_\_\_\_  
Brad Newton, Operations Manager/Partner

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

**THE CITY OF SANTA FE SPRINGS**

By:

\_\_\_\_\_  
JUANITA TRUJILLO, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
IVY TSAI, CITY ATTORNEY

**(Contractor signature must be notarized with proper acknowledgement attached.)**



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

April 11, 2019

## NEW BUSINESS

### Painter Avenue Street Improvements - Authorization to Advertise for Construction Bids

#### **RECOMMENDATION**

That the City Council take the following actions:

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

#### **BACKGROUND**

The Painter Avenue Street Improvements project encompasses the boundaries from Florence Avenue to Lakeland Road. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement thereon. In addition, the project includes the removal and replacement of curb and gutter, sidewalks, driveways as needed, and the addition of storm water screen covers.

The construction cost estimate for the Painter Avenue Street Improvements project is \$705,000. The total project costs including construction; engineering and inspection, and contingency is \$935,000.

The estimate is from the most current costs of similar street rehabilitation projects in the area. The total project costs are noted as follows:

<b><u>ITEM</u></b>	<b><u>BUDGET</u></b>
Construction	\$ 705,000
Engineering	\$ 100,000
Inspection	\$ 55,000
Contingency (±10%)	\$ 75,000
<b>Total Project Costs:</b>	<b>\$ 935,000</b>

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

#### **FISCAL IMPACT**

The Painter Avenue Street Improvements is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$665,000. Depending on the bids received, staff may recommend an appropriation of additional funds at the time the construction contract is awarded. Based on the project estimate versus the project budget, the project is underfunded by approximately \$270,000.

Report Submitted By:

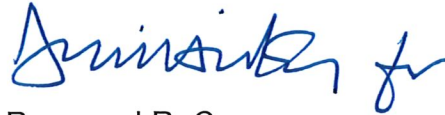
Noe Negrete  
Director of Public Works

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

Date of Report: April 3, 2019

**INFRASTRUCTURE IMPACT**

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

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", with a stylized flourish at the end.

Raymond R. Cruz  
City Manager

Attachment:  
None



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

### Greenstone Avenue Street Improvements – Award of Contract

#### **RECOMMENDATION**

That the City Council take the following actions:

- Appropriate \$700,000.00 from Bond Capital Improvement Funds to Greenstone Avenue Street Improvements (Activity 455-397-S039),
- Accept the bids; and
- Award a contract to Sully-Miller Contracting Company, of Brea, California, in the amount of \$3,444,361.00.

#### **BACKGROUND**

The City Council, at their meeting of February 14, 2019, authorized the City Engineer to advertise for construction bids. The Greenstone Avenue Street Improvements project encompasses the boundaries from Lakeland Road to the southerly Cul-De-Sac and on Sunshine Avenue from Greenstone Avenue to Shoemaker Avenue. The project consists of the removal of asphalt concrete pavement surface, and the placement of new roller compacted concrete (RCC) thereon. Roller compacted concrete is the ideal method of paving heavy commercial/industrial areas. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The City received a total of three official bids on March 26, 2019. City staff reviewed the bid proposals and determined they were compliant with the project specifications. The following represents the bids received and the amount of each bid:

<b><u>Company Name</u></b>	<b><u>Bid Amount</u></b>
1. Sully-Miller Contracting Company	\$3,444,361.00
2. Excel Paving Company	\$3,597,472.00
3. Griffith Company	\$3,643,331.70

The low bid submitted by Sully-Miller Contracting Company in the amount of \$3,444,361.00 is approximately 12.7% above the Engineer's Estimate of \$3,055,000.00. The increase is due to the higher than anticipated cost for roller compacted concrete and a demand for the specialized equipment necessary to facilitate the RCC placement. City staff has determined the low bid submitted by Sully-Miller Contracting Company to be responsive and responsible.

#### **LEGAL REVIEW**

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

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: April 4, 2019

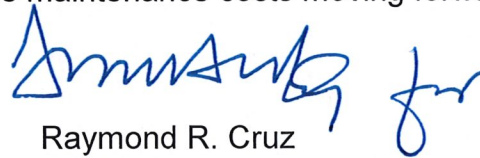
**FISCAL IMPACT**

The Greenstone Street Rehabilitation project is an approved Capital Improvement Plan (CIP) project with an allocated budget of \$3,511,400. Staff requests an appropriation of \$700,000 from Bond Capital Improvement Funds to cover the shortfall.

<b>Item</b>	<b>Amount</b>
Construction	\$ 3,444,361.00
Design	\$ 100,000.00
Project Management	\$ 117,000.00
Inspection	\$ 150,000.00
Contingency (±12%)	\$ 400,000.00
<b>Total</b>	<b>\$ 4,211,361.00</b>

**INFRASTRUCTURE IMPACT**

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



Raymond R. Cruz  
City Manager

Attachment:  
Exhibit A: Agreement

**CITY OF SANTA FE SPRINGS**

**CONTRACT AGREEMENT**

FOR

**GREENSTONE AVENUE  
STREET IMPROVEMENTS**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 11<sup>th</sup> day of April, 2019, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and SULLY-MILLER CONTRACTING COMPANY as CONTRACTOR in the amount of \$3,444,361.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

### ARTICLE VI

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

ARTICLE VII

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

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

**CONTRACTOR**

**SULLY-MILLER CONTRACTING COMPANY**

By:

\_\_\_\_\_  
Curtis Weltz, Assistant Secretary

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

**THE CITY OF SANTA FE SPRINGS**

By:

\_\_\_\_\_  
JUANITA TRUJILLO, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
IVY TSAI, CITY ATTORNEY

**(Contractor signature must be notarized with proper acknowledgement attached.)**



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

### City Hall Public Counters and Accessibility Improvements – Award of Contract

#### **RECOMMENDATION**

That the City Council take the following actions:

- Appropriate \$37,200 from Utility Users Tax (UUT) Capital Improvement Plan (CIP) to City Hall Public Counters and Accessibility Improvements Project (PW18CD02);
- Accept the bids;
- Find La La Land of La Palma and Fogle Construction Company of San Pedro to be non-responsible bidders and reject their bids; and
- Award a contract to RS Construction of Brea, California, in the amount of \$78,400.00.

#### **BACKGROUND**

On December 13, 2018 the City Council authorized the City Engineer to advertise for construction bids. The project consists of installing an automatic entry door to the public counter area (west entry) and modifications to the public counter for Community Development/Planning services, Public Works services and Building and Safety services (permits, plan checks and inspections). In addition, the City's Cashier Counter and staff support counter will be modified. The City Hall Counters and Accessibility Improvements project will remove applicable barriers identified as part of the City's Americans with Disabilities Act (ADA) self-evaluation process.

The City received one official bid on January 22, 2019, from RS Construction & Development, Inc. of Upland, California. The bid result was communicated to LACDC as required by federal procurement regulations. LACDC then informed Staff that federal procurement regulations require receipt of at least two bids to award a contract. In order for the City to comply with federal procurement regulations, the City Council rejected all bids and authorized the Director of Public Works to re-bid the project on February 14, 2019.

On March 26, 2019, the City received a total of three official bids from 1) La La Land Development, Inc., 2) RS Construction and Development, Inc., and 3) Fogle Construction Company. City staff reviewed the three bids and determined that the bids from La La Land and Fogle Construction Company failed to include the specified CDBG documents and were deemed non-compliant with the project specifications, and the federal procurement regulations. This information was communicated to the Los Angeles County Community Development Commission (LACDC) which allocates CDBG funds. The LACDC staff determined the bids from La La Land and Fogle Construction Company, to be non-responsive to the bid document requirements.

Consequently, staff recommends that the City Council determine the bids from La La Land Development, Inc. and Fogle Construction Company be deemed non-responsive. Furthermore, staff recommends that the City Council award a contract to RS Construction and Development Inc. from Brea, California, in the amount of \$78,400.00.

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: April 4, 2019

The following is a summary of the bids received:

<u>Company Name</u>	<u>Bid Amount</u>
1. RS Construction and Development Inc.	\$78,400.00
2. La La Land Development Inc.	Non-responsive
3. Fogle Construction Company	Non-responsive

The bid submitted by RS Construction and Development Inc. is approximately 15% above the Engineer's Estimate of \$68,250.00, and staff determined the bid responsive and responsible.

#### **LEGAL REVIEW**

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


#### **FISCAL IMPACT**

The City Hall Public Counters and Accessibility Improvements Project is an approved Capital Improvement Project with an original budget of \$91,230 from approved FY 2017/18 Community Development Block Grant (CDBG) funds. Staff requests an appropriation of \$37,200 from Utility Users Tax (UUT) Capital Improvement Plan to cover the shortfall.

Construction	\$ 78,400.00
Design	\$ 12,500.00
Project Management	\$ 7,500.00
Inspection	\$ 15,000.00
Contingency (±20%)	\$ 15,000.00
<b>Total</b>	<b>\$ 128,400.00</b>

#### **INFRASTRUCTURE IMPACT**

The proposed City Hall Public Counters and Accessibility Improvements Project will improve service delivery to City Hall patrons and ensures compliance with the current Americans with Disabilities Act (ADA) guidelines.



Raymond R. Cruz  
City Manager

Attachment:  
Exhibit A: Agreement

**CITY OF SANTA FE SPRINGS  
CONTRACT AGREEMENT**

FOR

**CITY HALL PUBLIC COUNTERS AND  
ACCESSIBILITY IMPROVEMENTS**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 11<sup>th</sup> day of April, 2019, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and RS Construction as CONTRACTOR in the amount of \$78,400

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

### ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR  
RS CONSTRUCTION

By: \_\_\_\_\_

Ricardo Serna, President

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

THE CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_

JUANITA TRUJILLO,  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
IVY TSAI, CITY ATTORNEY



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## NEW BUSINESS

Resolution No. 9630 – Approving Use of Senate Bill 1 Funds (Fiscal Year 2019/20) for Santa Fe Springs Road Street Improvement Project

### RECOMMENDATION

That the City Council take the following actions:

- Adopt Resolution No. 9630 approving the Santa Fe Springs Road Street Improvement Project to be partially funded by Senate Bill SB-1, the Road Repair and Accountability Act; and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.

### BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017. SB-1, was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems, increases per gallon fuel excise taxes, increases diesel fuel sales taxes and vehicle registration fees and provides for inflationary adjustments to tax rates in future years.

Effective November 1, 2017, the State Controller deposited various portions of this new fund into the Road Maintenance and Rehabilitation Account (RMRA). The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties in accordance with the Streets and Highways Code Section 2032.

Pursuant to Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and;
- Traffic control devices.

According to information provided by the California Transportation Commission (CTC), the City of Santa Fe Springs will receive approximately \$303,474 of additional gas tax funds for Fiscal Year (FY) 2019/20.

In order to receive additional gas tax funds, SB-1 imposes several requirements on public agencies that are contained in the Streets and Highways Code Section 2034. As set forth in the statute, the road repair and maintenance project must be approved by Resolution of the City Council held at a regular public meeting. The resolution must

Report Submitted By: Noe Negrete  
Director of Public Works

 Date of Report: April 4, 2019

contain a description and location of each proposed project, a proposed completion schedule, and the estimated useful life of each improvement.

The Santa Fe Springs Road Street Improvements Project (Project) is an approved Capital Improvement Plan (CIP) project, and City staff has determined the Project meets the SB-1 requirements and recommends listing the project for SB-1 funding for FY 2019/20. Staff has previously recommended FY 2018/19 SB-1 Funding to be also allocated to Santa Fe Springs Road Street Improvement project. Additionally, City staff recommends that the City Council authorize the Director of Public Works to submit an application to the CTC in the amount of \$303,474 in order to provide partial funding for the Project.

**Project Schedule**

<b>Item</b>	<b>Date</b>
Authorization to Advertise	03/2019
Award of Contract	05/2019
Notice to Proceed	06/2019
Project Completion	09/2019

The City's Pavement Management System calculates a useful life of 15-20 years added to the current roadway life cycle.

**FISCAL IMPACT**

The total estimated cost for the Project is \$2,855,000. In order to reduce the amount required from CIP funds, staff is recommending funding allocations to this project as follows:

a. Highway Users Tax Account (gasoline and diesel fuel sales tax):	\$	400,468
b. Surface Transportation Program-Local (STP-L) Funds:	\$	405,239
c. Prop C Local Return Funds:	\$	661,923
d. SB 1 Funds (FY 2018-2019):	\$	290,738
e. <b>SB 1 Funds (FY 2019-2020):</b>	\$	<b>303,474</b>
f. CIP Bond Funds:	\$	793,158
	\$	<u>2,855,000</u>

Originally, the project had budgeted \$2,300,000 from CIP Bond Bunds. Therefore, approximately \$1,500,000 will return back to the CIP Bond Fund since other allocations are now funding the project.

**INFRASTRUCTURE IMPACT**

The Santa Fe Springs Road Street Improvements project will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.



Raymond R. Cruz  
City Manager

**Attachment:**

Exhibit A: Resolution No. 9630

**RESOLUTION NO. 9630**

**A RESOLUTION OF THE CITY COUNCIL OF SANTA FE SPRINGS, CALIFORNIA  
APPROVING THE SANTA FE SPRINGS ROAD REHABILITATION PROJECT FOR  
FISCAL YEAR 2019-2020 TO BE PARTIALLY FUNDED BY SB 1: THE ROAD REPAIR  
AND ACCOUNTABILITY ACT OF 2017 AND AUTHORIZING THE DIRECTOR OF  
PUBLIC WORKS TO SUBMIT THE PROJECT AND APPLICATION TO THE  
CALIFORNIA TRANSPORTATION FOR FUNDING**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City Council must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$303,474 in RMRA funding in Fiscal Year 2019/20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate Santa Fe Springs this year and other similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "fair" condition and this

revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Santa Fe Springs, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted project will utilize fiscal year 2019/20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of this project in the adopted fiscal year resolution, the City/County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Santa Fe Springs Road Rehabilitation Project

- a) Originally listed: FY 2018/19
- b) Project description: removal of existing pavement surface, rework underlying base material for a stable base for new asphalt concrete pavement, replace curbs, gutters, sidewalks and driveways.
- c) Project location: Santa Fe Springs Road between Los Nietos Road and northerly City limits (south of Mulberry Avenue).
- d) Estimated useful life: the City's Pavement Management System calculates a useful life of 15-20 years added to the current roadway lifecycle.
- e) Anticipated Project Schedule:

• Authorization to Advertise	03/2019
• Award of Contract	05/2019
• Notice to Proceed	06/2019
• Project Completion	09/2019

**APPROVED:**  
**ITEM NO.:**

APPROVED AND ADOPTED by the City Council of the City of Santa Fe Springs,  
State of California this 11<sup>th</sup> day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Juanita Trujillo, Mayor

ATTEST:

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Janet Martinez, CMC, City Clerk



## City of Santa Fe Springs

City Council Meeting

April 11, 2019

### **NEW BUSINESS**

Council Requested Item – Temporary Moratorium on City Facility Fees

#### **RECOMMENDATION**

That the City Council take the following action:

- Provide staff direction on the temporary moratorium of City facility fees.

#### **BACKGROUND**

At the request of Mayor Pro Tem Rounds, staff have been directed to temporarily suspend City facility fees, including staff labor fees, for all City non-profit agencies and local school districts. Currently, the City does not have an approved policy in place on the waiving of city facility fees. The moratorium will remain in effect until City Council discusses this issue at the upcoming Long Term Planning Retreat taking place on May 11, 2019 and as part of the FY 2019-2020 budget review process.

Raymond R. Cruz  
City Manager



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## PROCLAMATION

Proclaiming April 26, 2019, as "National Arbor Day"

## RECOMMENDATION

That the City Council Proclaim April 26, 2019 as "National Arbor Day."

## BACKGROUND

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which would be called Arbor Day. Trees play an integral part of the urban landscape by providing aesthetic and environmental benefits to neighborhoods. The City of Santa Fe Springs places great value in maintaining and preserving the 7,005 trees that make up the City's urban forest. The Arbor Day Foundation has recognized this investment and bestowed upon the City the national designation award of Tree City USA for the 33<sup>rd</sup> consecutive year.

The Arbor Day Foundation is a non-profit, environmental and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the United States Department of Agriculture Forest Service sponsors the Tree City USA program.

This year, the City of Santa Fe Springs will be honoring the Arbor Day tradition by planting 100 trees at Lake Center Park on April 27, 2019.

The Mayor may wish to call upon Noe Negrete, Director of Public Works, to receive the proclamation.

Raymond R. Cruz  
City Manager

## Attachment:

Exhibit A: Proclamation

## NATIONAL ARBOR DAY PROCLAMATION

*WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

*WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

*WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and*

*WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

*WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and*

*WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;*

*NOW, THEREFORE, I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 26, 2019 as*

### NATIONAL ARBOR DAY

*in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees.*

*DATED this 11th day of April, 2019*

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JUANITA TRUJILLO, MAYOR

ATTEST:

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JANET MARTINEZ, CMC, CITY CLERK



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## **PRESENTATION**

Recognition of Lake Center Middle School Boys Basketball Team

## **RECOMMENDATION**

That the City Council recognize the Lake Center Middle School Boys Basketball Team for being undefeated during the 2018-2019 Winter regular season.

## **BACKGROUND**

The Parks and Recreation Services Division in the Department of Community Services provides the after-school sports program for Lake Center Middle School. Students in this program build skills and compete against other local middle schools. The 8<sup>th</sup> Grade Boys' Basketball Team was undefeated during the 2018-2019 winter regular season and took the championship in the annual Boys' Basketball Tournament.

We would like to recognize the 8th Grade Boys' Basketball Team for their huge accomplishment. The Mayor may wish to call upon Community Services Supervisor, Michelle Smith to assist with the presentation.

## **Basketball Players Being Recognized**

1. Aiden Rouse
2. Corey Johnson
3. Daniel Escobedo
4. Derek Leader
5. Diego Rosiles
6. Ire Cross
7. Jibrael Nadela
8. Muhommad Shakeel
9. Samuel Garcia
10. Kayden McCaffrey
11. Tony Nava

Raymond R. Cruz  
City Manager



## *City of Santa Fe Springs*

City Council Meeting

*April 11, 2019*

### **PRESENTATION**

Presentation to Lance Corporal Paul Timothy Legarreta

### **RECOMMENDATION:**

The Mayor may wish to call upon Raelene Barraza, Public Relations Specialist, to assist with this presentation.

### **BACKGROUND**

Lance Corporal Paul Timothy Legarreta, City resident, is slated to graduate from the United States Marine Corps Recruit Depot, San Diego on April 5, 2019 as a Bravo Company Honor Man and Company Guide.

Paul and his family have been invited to tonight's Council meeting to be recognized for earning such a prestigious honor.

Raymond R. Cruz  
City Manager

### **Attachment(s):**

None



# City of Santa Fe Springs

City Council Meeting

April 11, 2019

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Rodriguez
Family & Human Services	1	Rounds
Historical	2	Rounds
Historical	3	Rodriguez
Historical	3	Trujillo
Historical	2	Zamora
Historical	2	Mora
Parks & Recreation	1	Mora
Parks & Recreation	1	Rounds
Parks & Recreation	2	Trujillo
Parks & Recreation	2	Zamora
Senior Citizens	3	Mora
Senior Citizens	2	Rodriguez
Senior Citizens	3	Trujillo
Sister City	1	Mora
Sister City	2	Rounds
Sister City	3	Rodriguez
Sister City	3	Zamora
Youth Leadership Committee	3	Rounds

**Applications Received:** Annette Ramirez for Historical Committee

**Recent Actions:** None

Raymond R. Cruz  
City Manager

Attachments:

1. Prospective Members
2. Committee Lists

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

**Beautification**

**Family & Human Services**

**Heritage Arts**

**Historical**

Annette Ramirez

**Personnel Advisory Board**

**Parks & Recreation**

Nicolas Gonzalez

**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
<b>Mora</b>	Juliet Ray	(20)
	Guadalupe Placensia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
<b>Zamora</b>	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Sadie Calderon	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	<b>Vacant</b>	
<b>Rodriguez</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	<b>Vacant</b>	
	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
<b>Mora</b>	Martha Villanueva	(20)
	Margaret Bustos*	(20)
	Miriam Herrera	
<b>Zamora</b>	Gaby Garcia	(20)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	<b>Vacant</b>	
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Rodriguez</b>	<b>Vacant</b>	
	Linda Vallejo	(20)
	Hilda Zamora	(19)
<b>Trujillo</b>	Dolores H. Romero*	(20)
	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
<b>Mora</b>	Astrid Shesterkin	(20)
	Tony Reyes	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	Francis Carbajal	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	Larry Oblea	(20)
<b>Rounds</b>	<b>Vacant</b>	
	Adrienne Matte	(20)
	Mark Scoggins*	(19)
	<b>Vacant</b>	(19)
<b>Rodriguez</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Sally Gaitan	(19)
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Merrie Hathaway	(19)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

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

*\*Indicates person currently serves on three committees*

## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	6/30/2020

# PLANNING COMMISSION

updated 10/17/17

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

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

Membership: 5

## APPOINTED BY

## NAME

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**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
<b>Mora</b>	Paul Nakamura	(20)
	Astrid Shesterkin	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Rebecca Lira	(20)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
<b>Rounds</b>	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
<b>Rodriguez</b>	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Eduardo Duran	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
	Margaret Bustos*	(19)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	Martha Villanueva	(20)
	Laurie Rios	(18)
	<b>Vacant</b>	
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
<b>Zamora</b>	Charlotte Zevallos	(20)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
	Doris Yarwood	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rodriguez</b>	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	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

\*Albert Hayes removed on 7/19/17

# YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
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)