

AGENDA

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

January 23, 2020 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

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

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

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting. Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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.

City of Santa Fe Springs

Regular Meetings

January 23, 2020

1. CALL TO ORDER

2. ROLL CALL

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

- a. Minutes of the December 12, 2019 Public Financing Authority (City Clerk)
 - **Recommendation:**
 - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)</u>

Recommendation:

Receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

- a. Minutes of the December 12, 2019 Water Utility Authority (City Clerk)
 - **Recommendation:**
 - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)</u>

Recommendation:

- Receive and file the report.
- c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u> **Recommendation:**
 - Receive and file the report.

City of Santa Fe Springs

Regular Meetings

January 23, 2020

NEW BUSINESS

5. Adoption of Policy on Discontinuation of Residential Water Service for Non-Payment in Compliance with SB 998 (Water Shutoff Protection Act) (City Attorney)

Recommendation:

 Adopt Policy on Discontinuation of Residential Water Service for Non-Payment in Compliance with SB 998 (Water Shutoff Protection Act).

HOUSING SUCCESSOR

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 Housing Successor.

a. Minutes of the December 12, 2019 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.
- b. <u>License Agreement to Temporary Use Housing Successor-Owned Land (Planning)</u> Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs.

Recommendation:

• Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the December 12, 2019 Successor Agency (City Clerk)

Recommendation:

Approve the minutes as submitted.

CITY COUNCIL

8. CONSENT AGENDA

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

a. Minutes of the December 12 and 18, 2019 Special and Regular City Council Meetings (City Clerk)

Recommendation:

Approve the minutes as submitted.

- b. Santa Fe Springs Road Street Improvements Final Payment (Public Works) Recommendation:
 - Approve the Final Payment to All American Asphalt of Corona, California in the amount of \$762,776.34 (less 5% Retention).
- c. <u>Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) Final Payment (Public Works)</u> **Recommendation:**
 - Approve the Final Payment to Trueline Construction and Surfacing, Inc. of Corona, California in the amount of \$37,284.66 (less 5% Retention).

NEW BUSINESS

9. Consideration of a Master License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless for Wireless Telecommunications Facilities on Cityowned Streetlight Poles (Planning)

Recommendation:

- Find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities; and
- Authorize the City Manager to execute all subsequent License Agreements.
- 10. Approval of Use Agreement for Lake Center Athletic Park and Facilities with Metropolitan Little League Baseball for 2020 (Community Services)

Recommendation:

- Approve the Use Agreement for Lake Center Athletic Park and Facilities with Metropolitan Little League Baseball for 2020.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.
- 11. Approval of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers
 Youth Football & Cheer for the 2020 season (Community Services)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer.
- 12. Approval of Use Agreement for Athletic Fields and Facilities with Norwalk/Santa Fe Springs Saints Youth Football & Cheer for 2020 season (Community Services)

Recommendation:

• Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Youth Football & Cheer for the 2020 season.

- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer.
- 13. <u>Deaccession of the sculpture entitled "The Orange Harvest" located at 10631 Hathaway</u>

 <u>Drive from the Heritage Arts in Public Places Program (Community Services)</u>

Recommendation:

- Approve deaccessioning of "The Orange Harvest" as recommended by the Heritage Arts Advisory Committee and staff.
- Approve funds not to exceed \$3,500 for the removal of the art piece from its current location by a qualified professional.
- **14.** Repair of Band Wheel Art Piece (Community Services)

Recommendation:

- Authorize payment to Silverlake Conservation, LLC. In the amount of \$5,700 from the Art in Public Places Program Fund for the repair and restoration of the Band Wheel located in the Sculpture Garden.
- 15. Resolution No. 9658 Grant Funds for Various Santa Fe Springs Park Improvement Projects (FY 2019/20) (Public Works)

Recommendation:

- Adopt Resolution No. 9658 approving the various Santa Fe Springs park improvement projects to be funded by issuing body 57th Assembly District Member Ian Calderon;
- Authorize the Mayor to execute all documents necessary with the California Natural Resources Agency in order to process the collection of grant funding related to various park improvement projects for FY 2019/20; and
- Authorize the City Engineer to advertise for construction bids for various park improvement projects.
- **16.** Rivera Road Street Improvements Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to R.J. Noble Company of Orange, California, in the amount of \$624,591.00.
- 17. Rosecrans/Marquardt Avenue Grade Separation Overpass Project Approval of Section 190 Funding Agreement (Public Works)

Recommendation:

 Authorize the Mayor to execute the agreement for Section 190 funding in the amount of \$15 million from Caltrans for the Rosecrans/Marquardt Avenue Grade Separation Project.

City of Santa Fe Springs

Regular Meetings

January 23, 2020

18. <u>Landscape Services: Complete Landscape Care Reguest for Contract Increase (Public</u> Works)

Recommendation:

- Provide City staff direction on how to proceed with the request from Complete Landscape Care for a 19.3% increase to the existing contract amount and contract renewal for an additional 3-year term.
- 19. Review of Heritage Arts Advisory Committee Membership and Resolution No. 9657
 Relating to Establishment of and Rules for City Advisory Committees (City Attorney)
 Recommendation:
 - Provide direction to staff.

CLOSED SESSION

20. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): One case

Items 21 - 30 will occur in the 6:30 p.m. hour.

- 21. INVOCATION
- 22. PLEDGE OF ALLEGIANCE
- 23. INTRODUCTIONS
 - Representatives from the Chamber of Commerce
- 24. ANNOUNCEMENTS
- 25. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 26. PRESENTATIONS
 - a. Proclamation declaring February 2020 as "Heart Health Month" in the City of Santa Fe Springs
 - b. Presentation of former Public Works employee Heleo Espinoza upon his retirement
 - c. Recognition of 2019 Tree Lighting Event Sponsors
- 27. | APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
 - a. Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations
 - b. Advisory Committee Appointments
- 28. ORAL COMMUNICATIONS
- 29. COUNCIL COMMENTS

City of Santa Fe Springs

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30. **■** ADJOURNMENT

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

√Janet Martinez, CMC

<u>January 17, 2020</u>

Date

City Clerk

FOR ITEM NO. 3A PLEASE SEE ITEM NO. 8A

City of Santa Fe Springs

ITEM NO. 3B

January 23, 2020

CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds Financing proceeds available for appropriation at 12/31/19 Outstanding principal at 12/31/19

None \$38,140,344

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

Report Submitted By: Travis Hickey Finance and Administrative Services Date of Report: January 16, 2020

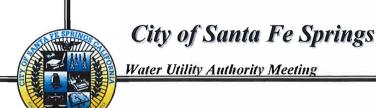
2017 Bond Refunding

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

Raymond R. Cruz

City Manager/Executive Director

FOR ITEM NO. 4A PLEASE SEE ITEM NO. 8A



January 23, 2020

CONSENT CALENDAR

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

RECOMMENDATION

• Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 12/31/19 Outstanding principal at 12/31/19

None \$6.890.000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 12/31/19 Outstanding principal at 12/31/19

None \$1,425,000

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

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

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

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: January 16, 2020

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

Raymond R. Cruz

City Manager/Executive Director

Water Utility Authority Meeting

January 23, 2020

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Whittier Water Connection Project

The Water Utility Authority (WUA) awarded a contract to Tetra Tech of San Dimas, California in the amount of \$65,000 for the design of the Whittier Water Connection Project. Staff anticipates bringing the request for authorization to advertise the project for construction bid to Council in February 2020.

In 2018, the City contracted Tetra Tech to conduct a hydraulic analysis of the City's existing six-inch connection and determined that the existing connection can receive 2,000 gallons per minute (GPM) from the City of Whittier. By upgrading the connection, the City can increase water intake capacity to 3,000 gallons per minute and reduce the City's dependence on Metropolitan Water. The proposed ten-inch connection, valves, meters, and other associated equipment are larger than the existing equipment in the vault. The existing vault will need to be demolished and a new vault will need to be constructed.

Tetra Tech is finalizing the plans for the Whittier Water Connection project. City Staff anticipate completing the plans by mid-February 2020. City Staff will review the plans with the City of Whittier before requesting authorization to advertise from Council.

FISCAL IMPACT

The design of the Whittier Water Connection is fully funded from the Water CIP Fund. However, no funding has been allocated for the construction of the project. Staff estimates the construction to be approximately \$150,000 - \$200,000. At the time staff requests Authorization to Advertise, staff will also request for construction funding for the project.

INFRASTRUCTURE IMPACT

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

Raymond R. Cruz Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete

Date of Report: January 15, 2020

Director of Public Works

Water Utility Authority Meeting

January 23, 2020

NEW BUSINESS

Adoption of Policy on Discontinuation of Residential Water Service for Non-Payment in Compliance with SB 998 (Water Shutoff Protection Act)

RECOMMENDATION(S)

Adopt Policy on Discontinuation of Residential Water Service for Non-Payment in Compliance with SB 998 (Water Shutoff Protection Act)

BACKGROUND

Senate Bill 998 (2018) enacted the Water Shutoff Protection Act (Health and Safety Code §§ 116900 et seq.) which requires, among other things, that certain public water agencies adopt a written policy on discontinuation of residential service for nonpayment effective February 1, 2020 that complies with the provisions of the Act. The Water Utility Authority is subject to this requirement and staff has drafted the attached policy in compliance with SB 998. Key requirements include provisions relating to notices of nonpayment, alternative payment options for qualified customers, a 60-day period between payment delinquency and discontinuation of service, notices and options to tenants, special provisions for customers who demonstrate a household income less than 200% of the federal poverty line, and a procedure to appeal a bill. The policy is required to be translated into Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent or more of the Authority's customers.

FISCAL IMPACT

Administrative costs associated with implementation and compliance with the policy are anticipated in the form of additional staff time, training, translation services, printing, postage, and other ancillary costs. The total costs cannot be determined at this time but are not anticipated to exceed available budgeted amounts.

LEGAL REVIEW

The Authority's attorney reviewed the requirements of SB 998 and worked with staff to develop the policy.

> Raymond R. Cruz **Executive Director**

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Attachments:

- 1. SB 998
- 2. Policy on Discontinuation of Residential Water Service for Non-Payment in Compliance with SB 998 (Water Shutoff Protection Act)

Report Submitted By: Ivy M. Tsai

Authority Attorney

Date of Report: January 17, 2020



Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

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water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

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in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

Chapter 6. Discontinuation of Residential Water Service

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

- (b) "Public water system" has the same meaning as defined in Section 116275.
- (c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

- 116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:
 - (1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

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and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

- 116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.
- (B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
- (C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - (i) The customer's name and address.
 - (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
 - (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.
- (2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

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(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

- (1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- (2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
- (3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.
- (b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:
 - (A) Amortization of the unpaid balance.
 - (B) Participation in an alternative payment schedule.
- (C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
 - (D) Temporary deferral of payment.
- (2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.
- (3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

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(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for

60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both

of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of

the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

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customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory

equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and

community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

- (2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.
- 116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice

declared in this chapter to be unlawful.

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(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban

and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized

action of a customer.

SANTA FE SPRINGS WATER UTILITY AUTHORITY POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

This Policy on Discontinuation of Residential Water Service for Non-Payment is adopted by the Santa Fe Springs Water Utility Authority (Authority) to comply with the provisions of the Water Shutoff Protection Act (SB 998). To the extent that this Policy conflicts with any other policy or rule of the Authority, this Policy shall govern.

I. Application of Policy; Contact Telephone Number

This policy shall apply only to residential water service for non-payment, and the Authority's existing policies and procedures shall continue to apply to commercial and industrial water service accounts. The Authority can be reached at (562) 868-0511 for questions or assistance regarding water bills and available options to avoid discontinuation of service for nonpayment.

II. Delinquent Payment, Notice, and Discontinuation of Residential Water Service

- A. Rendering and Payment of Bills. Bills for water service will be rendered to each customer on a bi-monthly basis unless otherwise provided for in the Authority's rate schedules. Bills for service are delinquent if not paid in full within thirty (30) days and are subject to discontinuation of service if not paid in full within sixty (60) days from the date of delinquency. Payment may be made at the Authority office or to any representative of the Authority authorized to make collections. However, it is the customer's responsibility to assure that payments are received at the Authority office in a timely manner. Bills will be computed as follows:
- 1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.
- 2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
- 3. Authority billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the Authority shall have the right to refuse any payment of such billings in coin.
- B. <u>Delinquent Bills</u>. The following rules apply to customers whose bills remain unpaid for more than thirty (30) days:
- 1. <u>Delinquency Notice</u>. If payment for a bill rendered is not made on or before the thirtieth (30th) day following the invoice date, a notice of overdue payment (the "Delinquency Notice") will be mailed to the water service customer no later than seven (7) business days prior to discontinuation of service. For purposes of this Policy, the term "business days" shall refer to any days on which the Authority's office is open for business. If the customer's address is not the address of the property to which the service is provided, the Delinquency Notice must also be sent to the address of the property served, addressed to "Occupant." The Delinquency Notice must contain the following:

- a. Customer's name and address;
- b. Amount of delinquency;
- c. Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
- d. Description of the process to apply for an extension of time to pay the amount owing;
- e. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and
- f. Description of the procedure by which the customer can request a deferred, amortized, reduced or alternative payment schedule.
- 2. <u>Unable to Contact Customer</u>. If the Authority is not able to contact the customer by written notice (e.g., a mailed notice is returned as undeliverable), the Authority will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.
- 3. <u>Late Charge</u>. A Late Charge, as specified in the Authority's fees and charges, shall be assessed and added to the outstanding balance on the customer's account if the amount owing on that account is not paid before the Delinquency Notice is generated.
- 4. <u>Turn-Off Deadline</u>. Payment for water service charges must be received in the Authority offices no later than 5:30 p.m. on the date specified in the Delinquency Notice. Postmarks are not acceptable.
- 5. <u>Notification of Returned Check.</u> Upon receipt of a returned check rendered as remittance for water service or other charges, the Authority will consider the account not paid. The Authority will attempt to notify the customer by telephone or mail. Water service will be disconnected if the amount of the returned check and returned check charge are not paid. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified bank check.
- 6. <u>Returned Checks.</u> When the Authority receives a returned check rendered as remittance for water service or other charges, the Authority may require the customer who attempted to make payment with the returned check to make future payments by cash, certified bank check, or some other specified form of payment.
- C. <u>Landlord-Tenants</u>. The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice.

a. At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the Authority must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed, without having to pay any of the then delinquent amounts.

2. <u>Tenants/Occupants Becoming Customers.</u>

- a. The Authority is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the Authority's requirements and rules.
- b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the Authority's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the Authority's requirements, then the Authority may make service available only to those tenants/occupants who have met the requirements.
- c. If prior service for a particular length of time is a condition to establish credit with the Authority, then residence at the property and proof of prompt payment of rent for that length of time, to the Authority's satisfaction, is a satisfactory equivalent.
- d. If a tenant/occupant becomes a customer of the Authority and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the Authority during the prior payment period.

III. Alternative Payment Arrangements

- A. <u>Qualification</u>. A customer who is delinquent on a water bill shall qualify for an alternative payment arrangement if <u>all</u> of the following conditions are met:
- 1. <u>Health Conditions</u>. The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;
- 2. <u>Financial Inability</u>. The customer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The customer is deemed "financially unable to pay" if any member of the customer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level; and
- 3. <u>Alternative Payment Arrangements</u>. The customer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, as set forth in this Policy.
- B. <u>Process for Determination of Conditions Prohibiting Discontinuation of Service</u>. In order to allow the Authority sufficient time to process any request for assistance by a customer, the customer is encouraged to provide the Authority with the necessary documentation

demonstrating that he or she qualifies for an alternative payment option as far in advance of any proposed date for discontinuation of service as possible. The Authority may request additional information in order to determine whether the customer qualifies for an alternative payment option.

- C. <u>Alternative Payment Arrangement Options</u>. For any customer who demonstrates that he or she qualifies for an alternative payment arrangement, the Authority shall offer the customer one of the following alternative payment arrangements, to be selected by the Authority in its discretion, taking into consideration the customer's financial situation and Authority's payment needs:
 - 1. Amortization. An amortization plan may be offered with the following terms:
- a. <u>Term.</u> The customer shall pay the unpaid balance and any applicable administrative fee over a period not to exceed twelve (12) months, as determined by the Authority's Executive Director or designee; provided, however, that the Authority's Executive Director or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the customer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of billing periods in the amortization period and that amount shall be added to the customer's ongoing monthly bills for water service.
- b. <u>Administrative Fee</u>. For any approved amortization plan, the customer will be charged an administrative fee, in the amount established by the Authority from time to time, representing the cost to the Authority of initiating and administering the plan.
- c. <u>Compliance with Plan</u>. The customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the customer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the Authority may discontinue water service to the customer's property at least five (5) business days after the Authority posts at the customer's residence a final notice of its intent to discontinue service.
- 2. <u>Alternative Payment Schedule</u>. An alternative payment schedule may be offered with the following terms:
- a. <u>Repayment Period</u>. The customer shall pay the unpaid balance and any applicable administrative fee over a period not to exceed twelve (12) months, as determined by the Authority's Executive Director or designee; provided, however, that the Authority's Executive Director or designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the customer.
- b. <u>Administrative Fee.</u> For any approved alternative payment schedule, the customer will be charged an administrative fee, in the amount established by the Authority from time to time, representing the cost to the Authority of initiating and administering the schedule.
- c. <u>Schedule</u>. After consulting with the customer and considering the customer's financial limitations, the Authority's Executive Director or designee shall develop an alternative payment schedule to be agreed upon with the customer. That alternative schedule

may provide for periodic lump sum payments that do not coincide with the Authority's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, the unpaid balance and administrative fee shall be paid in full within the established repayment period. The agreed upon schedule shall be set forth in writing and be provided to the customer.

- d. <u>Compliance with Plan</u>. The customer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The customer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the customer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the Authority may discontinue water service to the customer's property at least five (5) business days after the Authority posts at the customer's residence a final notice of its intent to discontinue service.
- 3. Reduction of Unpaid Balance. A reduction of the unpaid balance owed by the customer may be offered, not to exceed thirty percent (30%) of that balance without approval of and action by the Authority's Executive Director or designee; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other Authority customers. The proportion of any reduction shall be determined by the customer's financial need, the Authority's financial condition, and needs and the availability of funds to offset the reduction of the customer's unpaid balance.
- a. <u>Repayment Period</u>. The customer shall pay the reduced balance by the due date determined by the Authority's Executive Director or designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.
- b. <u>Compliance with Reduced Payment Date</u>. The customer must pay the reduced balance on or before the Reduced Payment Date and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the Authority may discontinue water service to the customer's property at least five (5) business days after the Authority posts at the customer's residence a final notice of its intent to discontinue service. Additionally, failure to fully pay the reduced balance on or before the Reduced Payment Date will result in a billing to the customer of the full unreduced balance, minus any payments made.
- 4. <u>Temporary Deferral of Payment</u>. A temporary deferral may be offered for a period of up to six (6) months after the payment is due. The Authority shall determine, in its discretion, how long of a deferral shall be provided to the customer.
- a. <u>Repayment Period</u>. The customer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the Authority's Executive Director or designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the Authority's Executive Director or designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the customer.

b. <u>Compliance with Reduced Payment Date</u>. The customer must pay the reduced balance on or before the Deferred Payment Date and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the Authority may discontinue water service to the customer's property at least five (5) business days after the Authority posts at the customer's residence a final notice of its intent to discontinue service.

IV. <u>Special Rules for Customers with A Household Income Below 200% of the Federal</u> Poverty Line

Customers are deemed to have a household income below 200% of the federal poverty line if: (1) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children, or (2) the customer declares the household's annual income is less than 200% of the federal poverty level. If a customer demonstrates either of those circumstances, then the following will apply:

- A. <u>Reconnection Fees</u>. Authority shall set fees for reconnection during normal operating hours and reconnection after hours that do not exceed the limits set forth in SB 998 (Health and Safety Code section 116914(a)(1)) or actual cost, whichever is less.
- B. <u>Interest Waiver</u>. The Authority shall waive any interest charges on delinquent bills once every 12 months.

V. Appeals

The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:

- A. <u>Initial Appeal</u>. Within ten (10) days of receipt of the bill for water service, the customer has a right to initiate an appeal or review of any bill or charge rendered by the Authority. Such request must be made in writing and be delivered to the Authority's office. For so long as the customer's appeal and any resulting investigation is pending, the Authority cannot discontinue water service to the customer.
- B. <u>Delinquency Notice Appeal</u>. Any customer who receives a Delinquency Notice may request an appeal or review of the bill to which the Delinquency Notice relates, provided that no such appeal or review rights shall apply to any bill for which an appeal or request for review under Subsection A, above, has been made. Any appeal or request for such review must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Authority's office within five (5) business days of receipt of the Delinquency Notice. For so long as the customer's appeal and any resulting investigation is pending, the Authority cannot discontinue water service to the customer.
- C. <u>Appeal Hearing</u>. Following receipt of a request for an appeal or review under Subsections A or B, above, a hearing date shall be promptly set before the Executive Director or designee (the "Hearing Officer"). After evaluation of the evidence provided by the customer and the information on file with the Authority concerning the water charges in question, the Hearing

Officer shall render a decision and shall provide the appealing customer with a brief written summary of the decision. The Hearing Officer's decision is final and binding.

VI. Restoration of Service

In order to resume or continue service that has been discontinued by the Authority due to nonpayment, the customer must pay a security deposit and a Reconnection Fee established by the Authority. The Authority will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The Authority shall make the reconnection no later than the end of the next regular working day following the customer's request and receipt of payment of any applicable Reconnection Fee. Customer may be subject to fines, fees, or charges if water service is turned on by any person other than the Authority. Customer is responsible for any damages resulting from unauthorized restoration of service.

FOR ITEM NO. 6A PLEASE SEE ITEM NO. 8A

City of Santa Fe Springs

Housing Successor

January 23, 2020

CONSENT AGENDA

<u>License Agreement to Temporary Use Housing Successor-Owned Land</u>
Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs.

RECOMMENDATION

 Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

BACKGROUND

The subject 3.9± acre property, located at 13231 Lakeland Road, was acquired by the Community Development Commission (CDC) in 2008 for the purpose of developing affordable housing. Ownership was transferred to the Housing Successor by operation of law on February 1, 2012. The property is presently an unimproved fenced lot, devoid of any structures. The City is currently working with The Whole Child, Habitat For Humanity and the Richman Group to develop homeless housing for veterans on the site. Development on the site with housing is not expected to occur for at least a year or more. The County is aware that the property will eventually be developed and as a result, it may not be available in the future.

For the thirteenth time, the Los Angeles County Chief Executive Office is requesting the temporary use of the subject vacant property for the parking of trucks and equipment on behalf of the County Clerk's Office related to upcoming elections. The proposed term begins on February 1, 2020 and ends on January 31, 2021.

FISCAL IMPACT

The terms of the agreement require a monthly lease payment of \$3,000.

INFRASTRUCTURE IMPACT

The proposed temporary use of the subject 3.9± acre property, pending the eventual development of the site for affordable housing, will not have an adverse impact on City's infrastructure.

Raymond R. Cruz City Manager

Attachments:

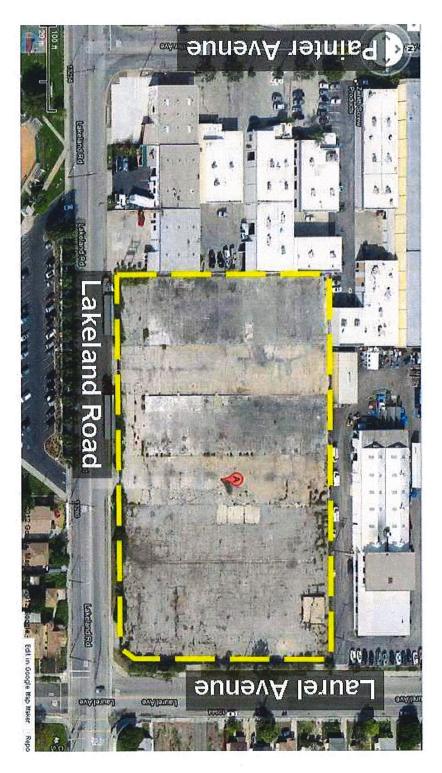
- 1. Location Aerial
- 2. Lease Agreement-PL-LA-2020-01

Report Submitted By: Wayne M. Morrell

Planning Department

Date of Report: January 14, 2020

Housing Successor





ease of Housing Successor-Owned Land (3.9± Acres) 13231 Lakeland Road (APN: 8011-012-902)

Report Submitted By: Wayne M. Morrell Planning Department

Date of Report: January 14, 2020

PL-LA-2020-01

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this 23rd day of January, 2020, by and between the City of Santa Fe Springs, acting as Housing Successor for the Community Development Commission, hereinafter referred to as the "Licensor", and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as the "Licensee".

The parties hereby agree as follows:

- 1. <u>PREMISES</u>. The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of real property, located at 13231 Lakeland Road, Santa Fe Springs, (APN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises".
- 2. <u>TERM</u>. The term of this License shall commence on February 1, 2020 and terminate on January 31, 2021.
- 3. <u>CONSIDERATION</u>. Licensee hereby agrees to pay as a license fee, for the Premises, a monthly rent of \$3,000, payable on the first of each month, for the term of this License.
- 4. <u>USE</u>. Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar Recorder County Clerk on a 24 hour/7 days a week basis.
- 5. <u>TERMINATION</u>. Each party hereto may terminate this Agreement, at any time, with or without cause, upon thirty (30) days prior written notice to the other.
- 6. <u>REPAIRS AND MAINTENANCE</u>. Licensee agrees to maintain the Premises for the duration of the Term, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.
- 7. <u>UTILITIES</u>. Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

8. DEFAULT

A. <u>Default by Licensee</u>: Licensee agrees that if default shall be made in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensor to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensor shall have such other rights or remedies as may be provided by law. Licensor HOA.102461061.3

may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said 30-day period and thereafter diligently prosecutes such cure to completion.

B. <u>Default by Licensor</u>: Licensor shall not be in default in the performance of any obligation required to be performed under this License unless Licensor has failed to perform such obligation within five (5) days after the receipt of written notice of default from Licensee specifying in detail Licensor's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensor's default of any material obligation upon giving of five (5) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensor cures the default within the five (5) day period after the notice is given. Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensor's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensor would be entitled.

If Licensor or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

9. <u>NOTICES</u>. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

City of Santa Fe Springs 11710 East Telegraph Road Santa Fe Springs, CA 90670 Attention: Wayne Morrell

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Email: LeaseAcquisitions@ceo.lacounty.gov

with a copy to:

County of Los Angeles
Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Property Division

or such other place as may hereinafter be designated in writing by the Licensor or Licensee, except that Licensor shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensor or to Licensor's agent or employee at Licensor's place of business.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 9 herein, but delivery has been refused or the notice otherwise returned without delivery.

10. INSURANCE

- A. <u>Licensor Indemnification</u>. Licensor shall indemnify, defend and save harmless Licensee, its Special Districts, elected officials, agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the negligent acts or omissions of Licensor with regard to Licensor's use, maintenance or ownership of the Premises.
- B. <u>Licensee Indemnification</u>. Licensee shall indemnify and hold Licensor, its elected officials, agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of Licensee who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensor with a self-insurance certificate naming Licensor as an additional insured for Liability Coverage. Nothing in this License shall be construed to waive, limit, or supersede any of Licensee's rights or immunities under the California Labor Code, including but not limited to waiver pursuant to Labor code section 3864.
- C. <u>Waiver of Subrogation</u>. The Licensor and Licensee each waives their rights and their insurers' rights of recovery against the other for any loss arising from or relating to this Agreement.
- 11. <u>ASSIGNMENT AND SUBLETTING</u>. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.
- 12. <u>BINDING ON SUCCESSORS</u>. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

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13. GENERAL PROVISIONS

- A. <u>Waiver</u>. The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- B. <u>Marginal Headings</u>. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.
- C. <u>Time</u>. Time is of the essence of this License and each and all of its provisions in which performance is a factor.
 - D. Recordation. Neither party may record this License.
- E. <u>Quiet Possession</u>. Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.
- F. <u>Prior Agreements</u>. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.
- G. <u>Force Majeure</u>. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- H. <u>Severability</u>. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- I. <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.
- J. <u>Impairment of Title</u>. Licensor shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensor, requesting that the County be notified of any Notice of Default filed by any of Licensor's lenders, to the address of County as specified in Section 9 of this License.
- K. <u>Choice of Law</u>. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.
- L. <u>Interpretation</u>. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensor or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

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M. <u>Lobbyists</u>. Licensor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensor or any County lobbyist or County lobbying firm retained by Licensor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

14. ENVIRONMENTAL MATTERS

- A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws. regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, quidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee or the Premises.
- B. <u>Licensor Indemnity</u>. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, caused by Licensor, or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term concerning the presence of Hazardous Materials in the Premises. Licensor's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.
- C. <u>Licensee Indemnity</u>. Licensee shall indemnify, protect, defend (by counsel acceptable to Licensor) and hold harmless Licensor from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, caused by Licensee, or other violation of laws relating to Hazardous Materials other than caused by Licensor. This indemnity shall include,

without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensee shall promptly deliver to Licensor a copy of any notice received from any governmental agency during the Term concerning the presence of Hazardous Materials in the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensee under this Section shall constitute a material default under this Agreement.

- 15. <u>WARRANTY OF AUTHORITY</u>. Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.
- 16. <u>CONSIDERATION OF GAIN PROGRAM PARTICIPANTS</u>. Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensor.
- 17. <u>SOLICITATION OF CONSIDERATION</u>. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

18. NON-DISCRIMINATION

- A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.
- B. <u>Form of Nondiscrimination and Nonsegregation Clauses</u>. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, HOA 102461061.3

nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- (ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."
- (iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.
- 19. <u>IRREVOCABLE OFFER</u>. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensor's covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until March 1, 2020.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

	ursuant to Chapter 2.08 of the Los Angeles County Code this licensor and on behalf of the Licensee by its Chief Executiveday of, 2020.
	LICENSOR:
	The City of Santa Fe Springs acting as the Board of Directors of the Housing Successor for the Community Development Commission
	By: Chairman of the Board
	Chairman of the Board
ATTEST:	
JANET MARTINEZ Housing Successor for the Com Commission - City of Santa Fe S	
By:	 ccessor Secretary
APPROVED AS TO FORM:	
IVY TSAI, Housing Successor for the Com Commission - City of Santa Fe	·
By: Ivy Tsai, Housing Successo	r Counsel

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	LICENSEE:
	COUNTY OF LOS ANGELES, a body corporate and politic
	SACHI A. HAMAI Chief Executive Officer
	By:
ATTEST:	
DEAN C. LOGAN Registrar-Recorder/County Clerk	K
By: Deputy	
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	

HOA.102461061.3 9

By: _____ Deputy

FOR ITEM NO. 7 PLEASE SEE ITEM NO. 8A

City Council Meeting

January 23, 2020

CONSENT AGENDA

Minutes of the December 12 and 18, 2019 Special and Regular City Council Meetings

RECOMMENDATION

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- December 12, 2019 (Study Session)
- December 12, 2019 (Regular Meeting)
- December 18, 2019 (Special Meeting)

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

Attachment:

- 1. Minutes for December 12, 2019 (Study Session)
- 2. Minutes for December 12, 2019 (Regular Meeting)
- 3. Minutes for December 18, 2019 (Special Meeting)



MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

December 12, 2019

1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:01 p.m.

2. ROLL CALL

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

Members absent: None

CITY COUNCIL

3. ORAL COMMUNICATIONS

There was no one present to speak during oral communications.

STUDY SESSION

4. Comprehensive General Plan Update (Planning)

Recommendation:

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

Director of Planning, Wayne Morrell began the presentation on the General Plan, which he explained as requiring updates to document a vision for the future and to provide a guidance and framework for growth. He noted that the General Plan has not been updated since 1992. California law requires for local agencies to update their general plan to avoid any potential suspension of future developments, which can affect downtown updates or commercial buildings.

At 5:15 p.m., Senior Planner, Cuong Nguyen provided a brief presentation on the General Plan. He spoke about the City of Downey, who updated their General Plan in 2005 and were successful in their downtown revitalization efforts. They were also able to implement façade improvements and redevelop the former Boeing Site.

He mentioned that the Housing Element of the General Plan was updated in 2008, but the rest of the General Plan has yet to be updated. Since 1992, the advancements in technology and access to information have drastically changed, and so should the General Plan change to accommodate all of those changes.

At 5:22 p.m., Planning Consultant Laurel Reimer spoke about the fourteen General Plan amendments made since 1992. Some amendments relate to large areas of land, many changes were made to accommodate additional residential properties. She also spoke in detail regarding the mandatory elements of the General Plan. She also spoke about the

5.

ATTEST:

Janet Martinez City Clerk

need to update the City's Zoning Code since the last code adopted was in 1964.
She also spoke about the cost, funding, and timing of the General Plan. She noted that it is a publicly driven process, which involves considerable public input.
Discussion ensued amongst council, who afterwards thanked the Planning Department for their presentation.
ADJOURNMENT Mayor Trujillo adjourned the meeting at 5:45 p.m.

William K. Rounds

Mayor

Date



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

December 12, 2019

1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 6:03 p.m.

2. ROLL CALL

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

Members absent: None

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

- a. Minutes of the November 14 and 26, 2019 Public Financing Authority (City Clerk) **Recommendation:**
 - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa</u> Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

Receive and file the report.

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

- a. <u>Minutes of the November 14 and 26, 2019 Water Utility Authority (City Clerk)</u> **Recommendation:**
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

 Recommendation:

Minutes of the December 12, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

Receive and file the report.

Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

Receive and file the report.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, to approve Item No. 4A, 4B, and 4C, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves: Absent: None None

HOUSING SUCCESSOR

5. **CONSENT AGENDA**

Minutes of the November 14 and 26, 2019 Housing Successor (City Clerk)

Recommendation:

Approve the minutes as submitted.

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves:

None

Absent:

None

SUCCESSOR AGENCY

6. CONSENT AGENDA

Minutes of the November 14 and 26, 2019 Successor Agency (City Clerk)

Recommendation:

Approve the minutes as submitted.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Rounds, to approve the minutes as submitted, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves:

None

Absent: None

CITY COUNCIL

CONSENT AGENDA 7.

Minutes of the November 14 and 26, 2019 Regular City Council Meetings (City a. Clerk)

Recommendation:

Approve the minutes as submitted.

b. <u>General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant</u> to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.
- c. <u>Second Reading of Ordinance No. 1108 Adopting the 2019 Edition of the California Fire Code with Local Amendment with the introduction of an Ordinance that Amends Chapter 93 (Fire Protection and Prevention) of the Municipal code of the City of Santa Fe Springs, and Adopting a Resolution of Findings Required for Local Amendments. (Fire)</u>

Recommendation:

- Adopt Ordinance No. 1108 (2019 California Fire Code as Amended).
- d. <u>Environmental Release and Indemnity Agreement with FLP Santa Fe Springs</u> LLC (Planning)

Recommendation:

- Approve the indemnity agreement between the City of Santa Fe Springs (City) and FLP Santa Fe Springs, LLC., to indemnify and release the City from any and all liability associated with all oil and gas wells (API No. 037-14743) at 12905 Los Nietos Road (APN: No. 8167-003-800 and 8167-003-801).
- Authorize the Mayor or designee to execute an Indemnity Agreement between the City and FLP Santa Fe Springs, LLC.
- e. <u>Community Facilities District No. 2002-01 (Bloomfield-Lakeland) Annual Special Tax Levy Report for Fiscal Year 2018-19 (Public Works)</u>

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2018-19.
- f. Community Facilities District No. 2004-01 (Bloomfield Florence) Annual Special Tax Levy Report for Fiscal Year 2018-19 (Public Works)

Recommendation:

 Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2018-19.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to approve Item No. 7A through 7F with the corrections to Item No. 7D, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

PUBLIC HEARING

8. Introduction of Ordinance No. 1109 – An ordinance of the City of Santa Fe Springs amending the City Code and adopt by reference, the 2020 Edition of the Los Angeles County Building code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28),

Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) excluding county amendments to CALGreen Code, and Existing Building Codes (Title 33), except as to the establishment of fees. (City of Santa Fe Springs) (Planning)

Recommendation:

• Read by title only, waive further reading and introduce Ordinance No. 1109.

Mayor Trujillo opened the public hearing at 6:05 p.m.

There was no one wishing to speak during public hearing.

Mayor Trujillo closed the public hearing at 6:08 p.m.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to introduce Ordinance No. 1109, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

NEW BUSINESS

9. Urgency Ordinance No. 1110 – An Urgency Ordinance of the City of Santa Fe Springs Amending Section 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code Relating to the Construction of Accessory Dwelling Units and Junior Accessory Dwelling Units in A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones. (City of Santa Fe Springs) (Planning)

Recommendation:

- Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Read by title only, waive further reading and adopt Urgency Ordinance No. 1110.

Item No. 9 was pulled.

10. Introduction of Ordinance No. 1111 – An Ordinance Revising Provisions of the Code of Santa Fe Springs Relating to City Commissions and Committees, and a Resolution Affirming Certain Existing Committees, Consolidating Certain Committees into a New Community Services Advisory Committee, and Setting Rules for All Committees (City Attorney)

Recommendation:

- Read by title only, waive further reading, and introduce Ordinance No. 1111
 amending the Code of Santa Fe Springs to revise existing provisions and
 include new provisions relating to City commissions and committees.
- Adopt Resolution No. 9657 affirming certain existing advisory committees, establishing a new Community Services Advisory Committee, setting rules for all advisory committees, and repealing previous committee by-laws.

City Attorney Ivy M. Tsai clarified eligibility requirements, terms of service, and absences for Ordinance No. 1111 and Resolution No. 9657.

Discussion ensued among council.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to introduce Ordinance No. 1111, amending the Code of Santa Fe Springs to revise existing provisions and include new provisions relating to City commissions and committees along with council's recommendations, and adopt Resolution No. 9657 along with council's recommendations, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves: Absent: None None

Authorization to Modify Certain Labor-Related Changes with Respect to the Senior 11. Planner Position as Contained Within the City's Adopted Fiscal Year 2019-20 City Budget (Planning)

Recommendation:

Approve the Proposed Labor-Related Changes as Contained Within the Staff Report.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, to approve the proposed labor-related changes as contained within the staff report, by the following vote:

Aves:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Naves:

None

Absent: None

Resolution No. 9655 - Request for Parking Restriction on Bora Drive west of Marquardt 12. Avenue (Public Works)

Recommendation:

Adopt Resolution No. 9655, which would prohibit the parking of vehicles weighing over 6,000 pounds on both sides of Bora Drive to a point 820 feet west of Marquardt Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9655, which would prohibit the parking of vehicles weighing over 6,000 pounds on both sides of Bora Drive to a point 820 feet west of Marquardt Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

Resolution No. 9656 - Request for Parking Restrictions during Certain Hours on Florence 13. Avenue west of Hathaway Drive (Public Works)

Recommendation:

 Adopt Resolution No. 9656 to implement a parking restriction for street sweeping purposes between the hours of 11:00 a.m. and 4:00 p.m. on Tuesdays on the north side of Florence Avenue from Hathaway Drive to a point 400 feet westerly.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9656 to implement a parking restriction for street sweeping purposes between the ours of 11:00 a.m. and 4:00 p.m. on Tuesdays on the north side of Florence Avenue from Hathaway Drive to a point 400 feet westerly, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None None

Absent: No

14. Marguardt Avenue 16" Water Main Relocation - Award of Contract (Public Works)

Recommendation:

· Accept the bids;

- Award a contract to J.A. Salazar Construction & Supply Corp. of La Habra, California, in the amount of \$78,850.00; and
- Authorize the Mayor to execute the Agreement with JA Salazar Construction & Supply Corp.

It was moved by Council Member Mora, seconded by Council Member Zamora, to accept the bids, award a contract to J.A. Salazar Construction & Supply Corp. of La Habra, California, in the amount of \$78,850.00, and authorize the Mayor to execute the Agreement with J.A. Salazar Construction & Supply Corp., by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

15. Go Rio Program AB2766 Funds to Subsidize Bus Passes to City Residents Attending Rio Hondo College - Agreement Renewal (Public Works)

Recommendation:

- Approve the agreement with Rio Hondo College to provide AB2766 Funds for Subsidized Bus Passes through the 2022 Fiscal Year; and
- Authorize the City Manager to execute the agreement on behalf of the City.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve the agreement with Rio Hondo College to provide AB2766 Funds for Subsidized Bus Passes through the 2022 Fiscal Year, and authorize 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

Florence Avenue Widening - Authorization to Advertise for Construction Bids (Public 16. Works)

Recommendation:

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 Rodriguez, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Truiillo

Naves:

None

Absent: None

Authorize the Purchase of Vehicles by Piggybacking off Sourcewell Cooperative Contract **17**. No. 120716-NAF (Finance)

Recommendation:

- Authorize the purchase of (1) New 2020 Ford Escape Hybrid from National Auto Fleet Group for \$30,323.87 per attached quote ID 19849.
- Authorize the purchase of (1) New 2020 Ford Ranger from National Auto Fleet Group for \$28,823.70 per attached quote ID 20500R1.
- Authorize the purchase of (1) New 2020 Ford Explorer from National Auto Fleet Group for \$39,664.19 per attached quote ID 18397R1.
- Authorize the purchase of (1) New 2020 Ford F-550 with 11' Dump Body from National Auto Fleet Group for \$67,069.33 per attached quote ID 12076R1.
- Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$165,881.09 for the purchase of these vehicles.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to authorize the purchase of (1) New 2020 Ford Escape Hybrid from National Auto Fleet Group for \$30,323.87 per attached quote ID 19849, authorize the purchase (1) New 2020 Ford Ranger from National Auto Fleet Group for \$28,823.70 per attached quote ID 20500R1, authorize the purchase of (1) New 2020 Ford Explorer from National Auto Fleet Group for \$39,664.19 per attached quote ID 18397R1, authorize the purchase of (1) New 2020 Ford F-550 with 11' Dump Body from National Auto Fleet Group for \$67,069.33 per attached quote ID 12076R1, Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$165,881.09 for the purchase of these vehicles, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

Adopt Salary Schedule Modifications to Comply with Minimum Wage Requirements, Add 18. Job Classification 05100 (City Clerk), and Adjust Job Classification 72800 (Bus Driver I Hourly) (Finance)

Recommendation:

- Adopt the salary schedule changes outlined below and attached to be effective with the pay period starting December 23, 2019.
- Appropriate \$5,000.00 from available General Fund reserves to cover costs not already incorporated in the Fiscal Year 2019-20 Budget.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, to adopt the salary scheduled changes outlined below and attached to be effective with the pay period starting December 23, 2019, and appropriate \$5,000.00 from available General Fund reserves to cover costs not already incorporated in the Fiscal Year 2019-20, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

Mayor Trujillo recessed the meetings at 6:23 p.m. Mayor Trujillo convened the meeting at 6:31 p.m.

19. INVOCATION

Invocation was led by Council Member Mora.

20. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

21. INTRODUCTIONS

• Representatives from the Chamber of Commerce: Dr. William Crean from Little Lake City School District.

22. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Sensory Story Time December 13 and 20, 2019 at 10:00 a.m.
- Las Posadas Friday, December 13, 2019 at 6:30 p.m.
- Christmas Karaoke at the Club December 19, 2019 from 4:00 p.m. until 6:00 p.m.

23. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond Cruz spoke about the Employee Breakfast Holiday Party and the Christmas tree decorating done by SFS Women's Club inside City Hall.
- Director of Public Works, Noe Negrete spoke about having the Greenstone Avenue project completed within the next few weeks. He also spoke about the Christmas lights

and additional Christmas decorations on Norwalk Boulevard/Telegraph Road Bridge. Lastly, he spoke about the Christmas float.

- Director of Planning, Wayne Morrell had nothing to report.
- Director of Police Services, Dino Torres spoke about the student diversity program assemblies that will take place on December 19, January 9, and January 15.
- Fire Chief, Brent Hayward spoke about the toy donations received. He also presented ways to prevent holiday fires.
- Director of Finance, Travis Hickey had nothing to report.
- Director of Community Services Maricela Balderas spoke about the additional funds received for the library, and the Christmas carols and Tree Lighting Ceremony that took place last week.

24. PRESENTATIONS

a. Planning Department 2nd Annual Planning Month Photo Contest Winners

25. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Advisory Committee Appointments

Mayor Pro Tem Rounds appointed Maya Mercado-Garcia to the Youth Leadership Committee.

26. ORAL COMMUNICATIONS

Resident Paul Najera was present to speak during Oral Communications.

27. COUNCIL COMMENTS

Council Member Mora congratulated all the photo contest winners. He also spoke about the Santa float and the Octopharma Plasma tour. Lastly, he congratulated Heleo Espinoza on his retirement.

Council Member Rodriguez thanked the Public Works Department for the new lights on Telegraph Road and Orr & Day Road. She also spoke about the Employee Recognition Breakfast and the Tree Lighting Ceremony. Lastly, she thanked staff from the Octopharma Plasma for their tour.

Council Member Zamora acknowledged the winners from photo contest and encouraged them to take more pictures. He also acknowledged the Library's "A Christmas Carol" event and the Tree Lighting Ceremony. Lastly, he spoke about the Employee Breakfast Holiday Party, the Octopharma Plasma tour, attending the villages' event, and the Santa float.

Mayor Pro Tem Rounds spoke about the St. Paul toy donation and the Tree Lighting Ceremony. He also spoke about the Santa float, Octopharma Plasma tour, and the Library's "A Christmas Carol" event.

Mayor Trujillo spoke about Christmas Tree Lighting Ceremony and the Octopharma

Succ	essor Agency and City Council Meetin	ngs	
an a	Plasma tour.		
28.	ADJOURNMENT		
	Mayor Trujillo adjourned the me	eeting at 7:18 p.m.	
		William K. Rounds	
		Mayor	
	ATTEST:		
	Janet Martinez	Date	
	City Clerk		

Minutes of the December 12, 2019 Public Finance Authority, Water Utility Authority, Housing Authority,

APPROVED:



MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

December 18, 2019

1. CALL TO ORDER

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

2. ROLL CALL

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

Members absent: Councilmember/Director Zamora and Mayor/Chair Trujillo

CITY COUNCIL

3. ORAL COMMUNICATIONS

There was no one present to speak during oral communications.

4. CLOSED SESSION

CONFERNCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): One Case

Mayor Pro Tem Rounds recessed the meeting at 6:02 p.m.

Mayor Pro Tem Rounds reconvened the meeting at 6:52 p.m.

City Attorney Ivy M. Tsai reported on the Closed Session item: Direction was given to staff, and no reportable action was taken.

5. ADJOURNMENT

Mayor Pro Tem Rounds adjourned the meeting at 6:53 p.m.

ATTEST:		William K. Rounds Mayor	4
Janet Martinez City Clerk		Date	

City of Santa Fe Springs

City Council Meeting

January 23, 2020

CONSENT AGENDA

Santa Fe Springs Road Street Improvements - Final Payment

RECOMMENDATION

• Approve the Final Payment to All American Asphalt of Corona, California in the amount of \$762,776.34 (less 5% Retention).

BACKGROUND

On May 9, 2019, the City Council awarded a contract to All American Asphalt of Corona, California in the amount of \$2,011,700.00 for the Santa Fe Springs Road Street Improvements project. The project consisted of the removal and replacement of new asphalt concrete, curb and gutter, sidewalks, curb ramps, driveways, and the installation of stormwater screen covers.

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

The final construction cost is \$1,851,757.88. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$2,429,496.00.

FISCAL IMPACT

The Santa Fe Springs Road Improvements project is a fully funded Capital Improvement Plan (CIP) Bond project.

Raymond R. Cruz City Manager

Attachment:

Exhibit A - Final Payment Detail

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 16, 2020

762,776.34 Final Payment: \$

Contractor: All American Asphalt

Payment Detail:

SANTA FE SPRINGS ROAD STREET IMPROVEMENTS (Los Nietos Road to Railroad Crossing)

Hem			Con	Contract		Complet	Completed This Period	eriod	Compl	Completed To Date	Date
Description No.	Quantity	Units	Unit	Unit Price	Total	Quantity		Amount	Quantity		Amount
Contract Work											
1 Mobilization	_	rs	\$	83,892.50 \$	83,892.50		↔	1	75%	ઝ	62,919.38
2 Construction surveying	-	rs		20,000.00	20,000.00	20%	မှ	10,000.00	100%	\$	20,000.00
3 Traffic control	-	rs		15,000.00 \$	15,000.00	25%	↔	3,750.00	100%	ઝ	15,000.00
4 Prenaration implementation and modification of the SWPPP.	-	LS		15,000.00 \$	15,000.00		€>-	1	100%	\$	15,000.00
	-	LS		20,000.00	20,000.00	100%	s,	20,000.00	100%	↔	20,000.00
	4,670	≿		35.00 \$	163,450.00		↔		4,676	€>	163,660.00
					0						
a depth of 14", regrade/compact road bed to a minimum 6" below				1111000						•	
finished grade and export any surplus material.	251,750	SF	\$	0.27 \$	67,972.50		↔	1	120,520	မာ	32,540.40
8. Construct cement stabilized pulverized base (CSPB) to a minimum											
14" depth using 4.5% cement content. Thoroughly mix, regrade, and											
compact treated material, trim, moist cure, seal and microcrack.					1		•			•	000
	251,750	R	\$		251,750.00		£		120,520	A .	120,520.00
9. Construct 3" type III C3 PG 64-10 asphalt concrete.	4,720	TON	\$	26.00 \$	358,720.00	5,122.19	မှ	389,286.44	7,442.83	£9-	565,655.08
	4,720	TON	\$	87.00 \$	410,640.00		↔			ઝ	
	6.0	NOT	\$	350.00 \$	2,100.00		မှာ	2,100.00	9	8	2,100.00
12. Construct 6" CMB.	5.0	ζ	\$	350.00 \$	1,750.00	5	&	1,750.00	10	ક્ક	3,500.00
sidewalk per CALTRANS standard plan.	4	EA	\$	4,500.00 \$	18,000.00		ક્ક	1.	4	8	18,000.00
14. Remove and construct 4" PCC commercial driveway on 6" CMB per				DECEMBER OF THE PARTY OF THE PA			•		1	•	0
City of Santa Fe Springs Std. Plan R-6.4C and R-6.4D.	10,400	R	\$	13.00 \$	135,200.00		es .	1	7,385	7	96,005.00
15. Remove and construct 4" PCC commercial driveway on 6" CMB per				_			•		;	•	
City of Santa Fe Springs Std. Plan R-6.2.	4,000	SF	\$	100	52,000.00		8	•	3,550	S .	46,150.00
16. Remove existing and construct 4" PCC sidewalk on 4" CMB.	12,950	SF	\$	11.00 \$	142,450.00	152	s	1,672.00	12,854	8	141,394.00
17. Remove existing and construct 8" PCC curb and gutter on 4" CMB per											
City of Santa Fe Springs Std. Plan R-7, A(W"), curb face to match				7,72,75						•	
existing.	1,800	上	\$	63.00 \$	113,400.00		မှာ	'	1,451	ss.	91,413.00
18. Sawcut and remove existing 8" thick concrete cross gutter and											
reconstruct in place per City of Santa Fe Springs Std. Plan R-3.3.					,		•			•	1
Match existing flowline.	1,425	SF	\$	_	32,775.00		₩.		1,415	· •	32,545.00
19. Adjust water valve frame and cover to grade.	7	EA	\$	675.00 \$	4,725.00	8	€>	5,400.00	∞	မှ	5,400.00
20. Adjust manhole frame and cover to grade.	17	EA	\$	875.00 \$	14,875.00	17	€	14,875.00	17	မှာ	14,875.00
21. Furnish and install catch basin United Storm Water Wing-Gate ARS											
Cover or approved equivalent (sized to fit each unique catch basin)	ဗ	Д	49	2.500.00	15,000.00	Ŋ	φ.	12,500.00	2	8	12,500.00
מות כמנסו סנסוסו:	,	i	•	_							0,000

Final Payment: \$

762,776.34

Contractor: All American Asphalt

SANTA FE SPRINGS ROAD STREET IMPROVEMENTS

Payment Detail:

20	SAIN A LE STININGS NOAD CHAEFT I'M NO EINEIN S										
(Los	(Los Nietos Road to Railroad Crossing)									!	
Item				Contract		Complete	Completed This Period		Comple	Completed To Date	e)
Š.	Description	Quantity	Units	Unit Price	Total	Quantity	Amount	nnt	Quantity	An	Amount
Cont	Contract Work										
22	22. Remove and replace damaged irrigation pipes and sprinkler heads.						•		,	•	000
		_	S	\$ 20,000.00 \$	20,000.00		₽	1	_	es.	20,000.00
23	23 Firmish and install sod.	300	SF	\$ 00.8	2,400.00		\$	•	299	&	2,392.00
24	24 Renair water service lines.	12	EA	\$ 3,300.00 \$	39,600.00		\$	ı	2	S	6,600.00
25	25 Remove tree and crind roots.	-	EA	\$ 2,000.00 \$	2,000.00		\$	•	_	↔	2,000.00
2,000	26 Firmish and install 3" PVC conduit.	20	当	\$ 80.00	4,000.00	15	s	1,200.00	15	\$	1,200.00
27	27 Install traffic loop detectors.	19	EA	\$ 400.00	4,000.00	18	ક્ક	7,200.00	18	s	7,200.00
38	28. Abandon and install traffic loop detectors on PCC pavement.	2	EA	\$ 200.000	1,000.00		\$			ક્ક	1
				\$	-		\$	1			
000	CO 1 Gas Company Change Order	-	LS	\$ 333,189.02 \$	333,189.02	_	\$ 33	333,189.02	1	\$	333,189.02
				Contract Total: \$ 2.344.889.02	2.344.889.02		\$ 802	802,922.46		\$ 1,8	\$ 1,851,757.88

Total Completed Items to Date: \$ 1,851,757.88

					Warrant Bi	Warrant Billing Period		
CONTRACT PAYMENTS:			Invoice Date	Invoice No.	Invoice Due Date	Invoice Due Date Invoice Pay Date	Amount	Retention Amoun
Total Items Completed to Date:	↔	1,851,757.88	06/18/2019	185278	06/18/2019	06/27/2019	\$ 104,581.22 \$	\$ 5,504.28
Progress Payment No. 1	€9	104,581.22	06/30/2019	185639	07/30/2019	08/08/2019	\$ 327,675.79	\$ 17,246.09
Progress Payment No. 2	↔	327,675.79	07/31/2019	185991	08/27/2019	09/05/2019	\$ 564,136.64	1 \$ 29,691.40
Progress Payment No. 3	↔	564,136.64		Final Payment	01/28/2020	02/06/2020	\$ 762,776.34	40,146.12
Less 5% Retention:	↔	92,587.89						1
Final Payment:	₩	762,776.34			Amount	Account	unt	
				Einance Dloace Day:	AE 377 C37 \$	PW190501	1501	

2455 205 Ø 40,146.12 Recommended by Project Manager: Robert Garcia Approved by PW Director: Noe Negrete 5% Retention Completed this Period:

City of Santa Fe Springs

City Council Meeting

January 23, 2020

CONSENT AGENDA

Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) – Final Payment

RECOMMENDATION

 Approve the Final Payment to Trueline Construction and Surfacing, Inc. of Corona, California in the amount of \$37,284.66 (less 5% Retention).

BACKGROUND

On September 26, 2019, the City Council awarded a contract to Trueline Construction and Surfacing, Inc. of Corona, California in the amount of \$69,979.32 for the Basketball, Tennis, and Handball Courts Resurfacing project. The project consisted of resurfacing outdoor basketball, tennis, and handball courts located at Los Nietos Park, Santa Fe Springs Park and Little Lake Park.

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

The final construction cost is \$69,979.32. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$150,000.

FISCAL IMPACT

The Basketball, Tennis, and Handball Courts project is fully funded through the financial assistance pledged by Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors in the amount of \$150,000 to support existing park projects.

Raymond R. Cruz City Manager

Attachment:

Exhibit A - Final Payment Detail

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 15, 2020

Page 1 of 3

35,420.42 Final Payment: \$

Amount

Quantity

Completed To Date

Contractor:

TRUELINE CONSTRUCTION & SURFACING

BASKETBALL, TENNIS, AND HANDBALL COURTS RESURFACING

(Los Nietos Park - Santa Fe Springs Park - Little Lake Park)

Amount Completed This Period Quantity 1651 MARKET STREET #B, CORONA, CA 92880 Total Unit Price Contract Units Quantity Description Item No.

Payment Detail:

Contract Work

	LOS NIETOS PARK:										1		
_	1. Basketball Court (2 EA.): Furnish and install new colored surface coating and line markings, complete including surface preparation, repair and patch cracks and depressions, apply filler course and surface color coating using a "100% Acrylic Color Coating", specifically designed for use on outdoor basketball courts and various athletic court usages, as indicated in the Plans and Specifications.	13,000	R	6	0.89	↔	11,570.00	13,000	€	11,570.00	13,000	€	11,570.00
10	1a. 1a. Remove and replace existing construction joint sealant with "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and Specifications.	596	片	\$	7.00	↔	4,172.00	596	↔	4,172.00	596	↔	4,172.00
	2. Tennis Court (2 EA.): Furnish and install new colored surface coating and line markings, complete including surface preparation, repair and patch cracks and depressions, apply filler course and surface color coating using a "100% Acrylic Color Coating", specifically designed for use on outdoor tennis courts and various athletic court usages, as indicated in the Plans and Specifications.	14,800	SF	•	0.83	↔	12,284.00	14,800	€	12,284.00	14,800	↔	12,284.00
5	2a. Remove and replace existing construction joint sealant with "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and Specifications.	240	ㅂ	↔	7.00	છ	1,680.00	240	εs	1,680.00	240	€	1,680.00
	3. Handball Court (7 EA.): Furnish and install new colored surface coating and line markings, complete including surface preparation, repair and patch cracks and depressions, apply filler course and surface color coating using a "100% Acrylic Color Coating", specifically designed for use on outdoor handball courts and various athletic court usages, as indicated in the Plans and Specifications.	8,301	R	₩.	99.0	↔	5,478.66	8,301	↔	5,478.66	8,301	у С	5,478.66
(<u>Q</u>	3a. 3a. Remove and replace existing construction joint sealant with "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and Specifications.	300	垁	49	7.00	↔	2,100.00	300	↔	2,100.00	300	↔	2,100.00

Page 2 of 3 1,820.00 69,979.32 1,190.00 69,979.32 15,724.80 807.70 1,540.00 11,612.16

1,970

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220

Payment Detail:

BASKETBALL, TENNIS, AND HANDBALL COURTS RESURFACING

(Los Nietos Park - Santa Fe Springs Park - Little Lake Park)

Contract Work

(Los	(Los Nietos Park - Santa Fe Springs Park - Little Lake Park)			1651 MARKET STR	1651 MARKET STREET #B, CORONA, CA 92880	A 92880			
Item				Contract		Completed	Completed This Period	Completed To	ed To Date
No.	Description	Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount

TRUELINE CONSTRUCTION & SURFACING

Contractor:

35,420.42

Final Payment: \$

807.70 11,612.16 1,190.00 S 1.08 7.00 0.41 4 4 49 SF 占 옷 10,752 1,970 170 specifically designed for use on outdoor handball courts and various various athletic court usages, as indicated in the Plans and 4a. Remove and replace existing construction joint sealant with "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and Handball Court (2 EA.): Furnish and install new colored surface repair and patch cracks and depressions, apply filler course and Basketball Court (2 EA.): Furnish and install new colored surface repair and patch cracks and depressions, apply filler course and specifically designed for use on outdoor basketball courts and coating and line markings, complete including surface preparation, coating and line markings, complete including surface preparation, surface color coating using a "100% Acrylic Color Coating" surface color coating using a "100% Acrylic Color Coating" athletic court usages, as indicated in the Plans and Specifications. SANTA FE SPRINGS PARK: Specifications. Specifications.

S

10,752

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170

1,540.00 S 7.00 49 占 220 "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and 5a. Remove and replace existing construction joint sealant with LITTLE LAKE PARK: Specifications. 5a.

specifically designed for use on outdoor tennis and basketball courts 6. Basketball Court (2 EA.): Furnish and install new colored surface repair and patch cracks and depressions, apply filler course and coating and line markings, complete including surface preparation, surface color coating using a "100% Acrylic Color Coating",

15,724.80 1,820.00 S S 7.00 1.08 4 R 占 14,560 260 6a.|6a. Remove and replace existing construction joint sealant with and various athletic court usages, as indicated in the Plans and "Sikaflex-1c SL", polyurethane sealant, as indicated in the Plans and Specifications. Specifications. Fotal Completed Items to Date: \$

37,284.66

s

69,979.32

Contract Total: \$

S

14,560

S

260

35,420.42 Amount Completed To Date Final Payment: \$ Quantity Amount Completed This Period Quantity 1651 MARKET STREET #B, CORONA, CA 92880 TRUELINE CONSTRUCTION & SURFACING Total **Unit Price** Contractor: Contract Units Quantity BASKETBALL, TENNIS, AND HANDBALL COURTS RESURFACING (Los Nietos Park - Santa Fe Springs Park - Little Lake Park) Description Payment Detail:

Contract Work

Item %

					Warrant Bi	Warrant Billing Period			
CONTRACT PAYMENTS:			Invoice Date	Invoice No.	Invoice Due Date	Invoice Pay Date	Amount	nt	Retention Amount
Total Items Completed to Date:	↔	69,979.32	11/25/2019	1323	12/03/2019	12/12/2019	\$ 31,	31,059.93 \$	1,634.73
Progress Payment No. 1:	↔	31,059.93		Final Payment	01/28/2020	02/06/2020	\$ 32'	35,420.42 \$	1,864.24
Less 5% Retention:	69	3,498.97							
Final Payment:	₩.	35,420.42			Amount	Account	ınt		
				Finance Please Pay:	\$ 35,420.42	PW190004	1004		
			5% Retention C	5% Retention Completed this Period:	\$ 1,864.24				
			Recommende	Recommended by Project Manager: Robert Garcia	Robert Garcia				
		_				. //			

Approved by PW Director: Noe Negrete

City of Santa Fe Springs

City Council Meeting

January 23, 2020

NEW BUSINESS

Consideration of a Master License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless for Wireless Telecommunications Facilities on City-owned Streetlight Poles

RECOMMENDATIONS

- Find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities; and
- Authorize the City Manager to execute all subsequent License Agreements.

BACKGROUND

Wireless telecommunications networks consists of macro sites and micro sites that allow carriers to transmit wireless signals for cellular phone calls and data streaming. Traditionally, large wireless telecommunications facilities (macro sites) have been installed to support wide geographic areas and thousands of users. Macro sites typically require construction of freestanding towers or installations on tall rooftops and provide coverage up to several miles. Customers today increasingly use high volumes of data and carriers are challenged with expanding and improving their networks to meet customers' demands. One solution is to deploy micro sites (small cells) that are used to fill gaps in coverage and add overall capacity to a network.

Small cells are lower in height and provide coverage often to a radius of about 1,500 feet, although telephone companies often request them to be placed such that they are focused on covering even smaller areas. They are typically deployed in areas where customers are prone to connectivity issues, in heavily trafficked areas that need more network capacity, and in areas that cannot be effectively served by a traditional macro site. Small cells work together with macro sites to create a seamless wireless network. Typically, small cell proposals are intended to improve carriers' existing 4G networks, but support future 5G technology. Though the exact operating frequency and technology for 5G are still being developed, 5G antennas and associated equipment should fit within the physical footprint of the currently proposed small cell sites.

Small cells consist of a one or two antennas, minimal equipment, and often utilize an existing power source. Due to their limited coverage area, small cells must be located in close proximity to wireless customers. Wireless providers have the right to use the public rights-of-way without the city being able to charge annual rent for their use unless the facilities are installed on city owned or controlled infrastructure within the right of way. Power lines and streetlight poles within the public rights-of-way make ideal locations for small cells since they provide direct coverage to passing vehicles and are

Report Submitted By:

Laurel Reimer

Date of Report: January 14, 2020

Department of Planning and Development

located in areas that macro sites are typically prohibited from locating in, such as residential zones. In Santa Fe Springs, one small cell site has been installed on a wood pole owned by the Southern California Joint Pole Committee and three others have been approved but not yet installed. No small cells have been approved on streetlight poles. The City of Santa Fe Springs owns the vast majority of the approximately 3,000 streetlights within city limits. To gain access to these streetlight poles, wireless providers must first enter into an agreement with the city.

General Overview of MLA and License Agreements

Anticipating an increase in the number of applications for small cell facilities in the public rights-of-way, staff recommends the City Council approve a master license agreement (MLA) with each wireless provider to install new small cell facilities on city-owned streetlight poles. The MLA is a comprehensive document that contains uniform terms and conditions applicable to all wireless facilities installed on city-owned streetlight poles. It does not grant rights to use individual city streetlight poles. However, it does establish the procedures, terms and conditions under which licensees may request attachments to specific streetlight poles. Individual pole agreements are called License Agreements, which identify the specific licensed streetlight pole and contain detailed exhibits including site plans, permits, and other materials that are unique to each site.

<u>Proposed Master License Agreement – Los Angeles SMSA Limited Partnership, d/b/a</u> Verizon Wireless

Verizon Wireless is a worldwide provider of mobile, broadband, video and other communications services. Verizon Wireless will be responsible for the installation and maintenance of their small cell equipment. Key terms and conditions of the MLA include:

- Initial ten-year term with three five-year extensions (unless Verizon Wireless opts out of any extension(s));
- Licensee obtains all utilities and pays for electrical costs;
- Licensee is required to obtain individual License Agreements for each streetlight pole that that will host a small cell facility;
- Licensee is required to obtain all applicable and necessary regulatory approvals, including a city-issued Administrative Wireless Telecommunications Facility Permit and Encroachment Permit prior to attaching to a city streetlight pole;
- Licensee shall maintain on file a certificate of insurance naming the City as an additional insured;
- Licensee shall be responsible for all installation, removal, repair and maintenance work associated with the Wireless Telecommunications Facility;
- The City retains the right to maintain and repair the rights-of-way and streetlight poles as needed and to correct any immediately hazardous conditions;
- The annual license fee per city-owned pole is \$270 with a 3% annual escalation;
- Licensee must provide one spare replacement pole for every ten streetlight poles in use.

Report Submitted By: Laurel Reimer Date of Report: January 14, 2020

FISCAL IMPACT

On October 15, 2018, the FCC published a Declaratory Ruling and Third Report and Order (FCC 18-133) which went into effect on January 14, 2019. This order imposes certain limits on state and local governments' ability to regulate the deployment of small cell wireless telecommunications facilities. The Declaratory Rule and Order limits the type and amount of fees the city can collect for private use of public property, the amount of time the city has to review applications, and limits the city's ability to regulate design aesthetics. The FCC has established \$270 as the "safe harbor" amount cities may collect for private use of public property in the rights-of-way. A lawsuit has been filed by a national coalition of cities and other groups in response to the Declaratory Ruling and Order; and several other lawsuits have been filed by carriers in the industry. The proposed agreement has language to allow for regulatory changes, which the City will implement pending resolution of the legal challenges. Additionally, the City may adjust the annual compensation pursuant to a cost study which has been reviewed, adopted and approved by City Council.

At present, the City will collect \$270 per year, per wireless telecommunications facility attached to city-owned streetlight pole, with a 3% annual escalation. Each small cell wireless telecommunications facility will bring in a total of \$9,844 over each facility's 25-year term.

ENVIRONMENTAL DETERMINATION

Staff recommends that the City Council find this project meets the criteria for a Categorical Exemption pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines because this project has no potential to have a significant effect on the environment. Section 15303 allows the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The Master License Agreement indirectly supports the installation of small wireless telecommunications facilities on streetlight poles throughout the city. In many instances, existing streetlight poles will be replaced with new poles of a similar design and height to support both a replacement streetlight and the small wireless telecommunications facility. Antennas, equipment and cables will be screened from view by shrouds, within the pole itself, or within small vaults to minimize aesthetic impacts.

Raymond R. Cruz City Manager

Attachments:

- 1. Example Small Cell Designs
- 2. Master License Agreement with New Cingular Wireless PCS, LLC

Report Submitted By: Laurel Reimer Date of Report: January 14, 2020

Department of Planning and Development

Attachment 1: Example Small Cell Designs









Report Submitted By:

Laurel Reimer Date of Report: January 14, 2020 Department of Planning and Development

		icense Agreement with Los Angeles S ommunications Facilities on City-owr	SMSA Limited Partnership, d/b/a Verizon ned Streetlight Poles Page 5 of 5
	Attachment 2: Mast	tor Liconso Agreement wit	h Los Angeles SMSA Limited
		o, d/b/a Verizon Wireless	II LOS Angeles OMOA Lillined
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A STATE OF THE PROPERTY OF T			
	Report Submitted By:	Laurel Reimer Department of Planning and De	Date of Report: January 14, 2020 velopment

MASTER LICENSE AGREEMENT FOR WIRELESS TELECOMMUNICATIONS FACILITIES ON CITY STREETLIGHT POLES IN THE RIGHT OF WAY

	This	Master	License	Agreement	For	Wireless	Tele	comn	nunications	Faci	lities	On
City	Poles (the "Agi	reement")	is entered in	ito th	is d	ay of			_, 202	0, by	and
betwe	en the	City of S	Santa Fe S	prings ("City	y") ar	nd Los An	geles S	SMS	A Limited F	artner	ship,	d/b/
a Ver	izon W	ireless	("License	e") (collecti	vely	referred	to as	the	"Parties").	The	effec	ctive
date	of this	Agreem	ent is	(the "E	Effect	ive Date").					

RECITALS

WHEREAS, City owns as its personal property a number of existing Streetlight Poles within the public right-of-way that are potentially suitable for installing wireless telecommunications facilities within the City's jurisdiction and has a duty under California law to derive appropriate value from the City's property assets for the public good; and

WHEREAS, Licensee desires to install, maintain and operate wireless telecommunications facilities in the public right-of-way by attaching to existing Streetlight Poles and Licensee is willing to compensate the City for the right to use the City's Streetlight Poles for wireless telecommunications purposes; and

WHEREAS, the City desires to authorize Licensee's request to access individual City owned Streetlight Poles based on a comprehensive and uniform Agreement according to the terms and conditions set forth in this Agreement, and pursuant to all the applicable permits issued by the City to protect public health and safety; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this agreement:

Agent. "Agent" means agent, employee, officer, contractor, subcontractor, and representative of a party in relation to this Agreement.

City. "City" means the City of Santa Fe Springs, a Municipal Corporation.

City Property. "City Property" means the Right-of-Way, Municipal Facilities, and all real and personal property owned by the City.

Commencement Date. The "Commencement Date" for each License Agreement shall be upon expiration of ninety (90) days after the date that the particular License Agreement governing the Licensed Area is executed by both parties or the date that all applicable permits and approvals are approved by the City with respect to a Licensee Facility, whichever occurs first.

CPUC. "CPUC" means the California Public Utilities Commission.

Fee. "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding utility users' tax, franchise fees, communications tax, or similar tax or fee.)

Invitee. "Invitee" means the client, customer, invitee, guest, tenant, subtenant, licensee, authorized assignee and authorized sublicensee of a party in relation to the area where Licensee's Facilities are located.

Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having jurisdiction over the parties to this Agreement.

Licensed Area. "Licensed Area" means each Municipal Facility for which City grants a license to Licensee for placement of Licensee's Facilities pursuant to this Agreement." The Licensed Areas shall more specifically be described in the License Agreements.

License Agreement. "License Agreement" means an agreement executed by the Parties in the form as Exhibit "A" for each Municipal Facility licensed to Licensee. The License Agreement form may be modified by the parties in the future without amendment to this Agreement. The License Agreement may have special clauses specific to that individual Licensed Area. In the event of a discrepancy or inconsistency between the terms and conditions of a particular License Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control.

Licensee's Facilities, Licensee Facilities or Licensee's Facility. "Licensee's Facilities", "Licensee Facilities" or "Licensee's Facility" means the facilities and equipment controlled by Licensee to provide wireless telecommunications service, including but not limited to Wireless Telecommunications Facilities, antennas, cables, wires, lines, waveguides, poles, conductors and related hardware.

Licensee. "Licensee" means Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, organized and existing under the laws of the State of California, and its lawful successors, assigns and transferees.

Municipal Facilities. "Municipal Facilities" means City-owned Streetlight Poles, lighting fixtures, electroliers, or comparable facilities located within the Public Way.

Network. "Network" or collectively "Networks" means the wireless network operated by Licensee to serve its wireless customers in the City.

Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" means the space in, upon, above, along, across; under and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include any other City Property or any property owned by any person or entity (e.g. county, state, or federal rights-of-way) other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

Services. "Services" means the services provided through the Network by Licensee to its wireless customers pursuant to one or more tariffs filed with and regulated by the CPUC.

Streetlight Pole. "Streetlight Pole" means any standard-design concrete, fiberglass, or metal pole that has a mast arm for electrolier support and is used for streetlighting purposes.

Wireless Telecommunications Facility. "Wireless Telecommunications Facility" means equipment installed for the purpose of providing wireless transmission of voice, data, images, or other information including, but not limited to, cellular telephone service, personal communications services, and paging services, consisting of equipment and network components such as towers, utility poles, transmitters, base stations, and emergency power systems. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, equipment cabinets, pedestals, meters, tunnels, vaults, splice boxes, surface location markers, related transmission equipment, equipment buildings, parking areas, and other accessory development.

Section 2. Licensed Area. This Agreement sets forth the basic terms and conditions upon which each Licensed Area is licensed to Licensee. Upon agreement between the parties with respect to the particular terms and location of a Licensed Area, the parties shall execute a completed License Agreement in the form as Exhibit "A". Subject to the terms and conditions contained herein and in the License Agreement relating to a particular Licensed Area, for the limited purpose of constructing, installing, operating and maintaining Licensee's Facilities and replacing or structurally modifying Municipal Facilities, City hereby licenses to Licensee the Licensed Areas. The License Agreement includes access at all times to and from the Licensed Area, and to and from the closest public Right-of-Way and on and over the land of which the Licensed Area are a part and access to appropriate utilities. Each License Agreement shall act as a separate and independent agreement for each Licensed Area, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. It is understood that the Licensee's right and license to place the Licensee's Facilities is non-exclusive, but that upon execution of the License Agreement, the Licensed Area licensed therein shall be exclusive for Licensee's Facilities for a specific area or space at the Municipal Facility, subject to the terms and conditions of this Agreement. Further, Licensee's license and rights granted under this Agreement and the particular License Agreement are irrevocable until the expiration or sooner termination of this Agreement and/or the License Agreement.

- a. <u>Licensee Obtains Utilities</u>. Licensee shall obtain its own utility services at its own costs from the applicable utility company. Licensee shall be responsible to secure its own utility services and shall not be permitted to use or submeter from any utility service provided to the City on any Streetlight Pole.
- b. <u>Electrical Costs</u>. Licensee shall be solely responsible for all costs and expenses associated with obtaining and maintaining a suitable and compatible electrical supply sufficient to power and operate Licensee's Facilities. Licensee shall also be solely responsible for all costs, expenses and payments of any and all electrical utility charges by the applicable utility company based upon its usage of electricity and applicable tariffs. City shall under no circumstances be responsible for reimbursing, contributing, or paying any costs to any utility company or Licensee for the costs and expenses associated with any modification of or any use of electricity under this

Agreement. Licensee Facilities shall not draw compatible electricity from a Municipal Facility until such time as Licensee has secured all required electrical approvals and the electricity charging/payment agreement with the electrical utility company is in place.

Section 3. Term. This Agreement shall commence upon execution by both parties and shall govern and be incorporated into each License Agreement entered into on or after the Effective Date of this Agreement until such time that City and Licensee enter into a new agreement or the expiration of ten (10) years with automatic renewal for three (3) successive five (5) year renewal terms. In the event the parties enter into a new agreement, each then existing License Agreement governed by this Agreement shall continue to be governed by this Agreement and this Agreement shall remain in effect until the expiration or earlier termination of each License Agreement it governs. Each new License Agreement entered into on or after the effective date of the new agreement shall be governed by the new agreement. The initial term of each License Agreement shall be ten (10) years from the Commencement Date of that License Agreement and will automatically renew for three successive five (5) year renewal terms, on the same terms and conditions as the initial term. This Agreement and the License Agreements shall automatically renew at the expiration of the initial term or any renewal term thereof unless Licensee provides City written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term or the then applicable renewal term, as the case may be.

Section 4. Permitting and Location of Wireless Telecommunications Facilities.

- a. <u>Construction of Licensee's Facilities</u>. City agrees to permit Licensee to construct Licensee's Facilities within the Licensed Area subject to the terms of this Agreement and the License Agreement and further subject to City's reasonable, time, place, and manner restrictions in accordance with applicable Laws.
- b. <u>Height and location of equipment</u>. Notwithstanding any other provision in this Agreement to the contrary, in no event may any Wireless Telecommunication Facility antenna or supporting Wireless Telecommunications Facility equipment placed on a Streetlight Pole be placed less than eight feet (8') above the ground, and this Agreement does not authorize the placement of any equipment or other item in violation of any applicable law, including but not limited to the Americans with Disabilities Act.
- c. <u>City Planning Permits Required.</u> In addition to the City permitting process, Licensee agrees to seek any and all additional local, state and federal approvals that may be required for its deployments. For example, Licensee shall have a City Business License and shall obtain any necessary zoning-related approvals. Notwithstanding the foregoing, nothing in this Agreement constitutes any warranty, guarantee, or promise in regards to any land use decision or governmental approval by the City or any government agency having jurisdiction.
- **Section 5.** <u>Scope of Agreement</u>. This Agreement shall be interpreted consistent with the following laws and regulations (a) California Government Code Sections 50030, 65964, and 65850.6; (b) California Public Utility Code or the Telecommunications Act of 1996 including but not limited to those rights set forth in Section 253(c); (c) Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (H.R. 3630, P.L. 112-96); and the Federal Communications Commission Declaratory Ruling and Third Report and Order (FCC 18-133) ("FCC 2018 Order").

- a. <u>Limitations on License</u>. Nothing herein creates a real property interest or creates a landlord-tenant relationship. Licensee cannot avail itself of rights afforded to tenants under the laws of the State of California.
- b. <u>No Warranty</u>. City makes no warranty or representation whatsoever, whether express or implied, regarding the suitability of any Licensed Area for Licensee's use. Licensee has inspected Licensed Area and accepts the same "AS IS." Licensee agrees that neither the City nor its agents have made, and the City expressly disclaims any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the Licensed Area, the present or future suitability of the premises for the permitted use, or any other matter related to this Agreement. City is under no obligation to perform any work or provide any materials to prepare the Licensed Area for Licensee.

Section 6. Compensation.

- a. <u>Compensation for Use of City Infrastructure</u>. Licensee shall annually compensate City for the use of each Municipal Facility or comparable facility that is the subject of a License Agreement in the amount of Two Hundred Seventy Dollars (\$270.00) each (collectively the "Annual Compensation"). This is in addition to and separate from any applicable generally required one time fees (e.g land use processing fees). However, if the FCC 2018 Order provisions related to charges for small wireless telecommunications facilities are determined to be invalid, removed, stayed, or altered by a final and unappealable order by the FCC or a court of competent jurisdiction, either party to this Agreement may request that the parties meet and confer as to whether the Annual Compensation provisions in this Agreement should be prospectively modified. If, after good faith negotiations the parties are unable to reach an agreement regarding the Annual Compensation to be paid hereunder, the Annual Compensation shall prospectively be the lesser of (1) the maximum permissible rate that is consistent with applicable law; or (2) \$1,500 per facility per year (which amount shall be annually increased (compounded) each year by three percent (3%)) (the "Limit"). Thereafter, the charge shall be adjusted on the anniversary of the effective date pursuant to Section 6(c).
- b. <u>Payment Terms and Audit</u>. Licensee shall make first payments within sixty (60) days following the Commencement Dates of any License Agreement. First payments shall be prorated from the applicable Commencement Date through the next occurring June 30 based upon a 365 day year. Thereafter, the Annual Compensation for all License Agreements shall be paid on or before June 30 of each successive year during the License Agreement.
- c. <u>Annual Compensation Adjustment</u>. The Annual Compensation will be annually increased and compounded each calendar year by three percent (3%).
- d. <u>Authorized Adjustment(s) From Cost Study</u>. In addition, the City may adjust the compensation pursuant to a cost study which has been reviewed, adopted and approved by City's council one time during the initial term and one time for each renewal term of the Agreement. After the revised compensation is final as described in the preceding sentence, City shall provide notice to Licensee of the compensation in accordance with the notice requirements of this Agreement. The Annual Compensation under this Agreement will adjust to the revised compensation rate starting with the first payment due following adoption of the cost study. City

shall deliver to Licensee a copy of City's cost study no less than sixty (60) days before the cost study is presented to City's council for adoption or approval. Licensee reserves the right to review and/or challenge the cost study before a competent regulatory agency or court even after the effective date of such cost study. In the event Licensee successfully challenges the cost study, the Annual Compensation shall adjust back to the compensation rate in effect immediately prior to the cost study and City shall provide Licensee a refund for any Annual Compensation payments made by Licensee above the adjusted compensation rate during the pendency of such cost study challenge.

- e. <u>Delinquent Payment</u>. Payments not received within ten (10) days of the due dates as specified above shall accrue interest at a rate of five and one half percent (5.5%) per annum from the due date. In addition, a late fee in the amount of ten percent (10%) of the amount due shall be imposed if a payment is not received within thirty (30) days of the due date. Notwithstanding the provisions of this subparagraph, failure to make payments pursuant to the terms provided herein shall constitute a material default of the terms of the Agreement, subject to the terms stated in Section 33 ("Termination"). Licensee assumes all risk of loss and responsibility for delinquent payments.
- **Section 7.** <u>Assignment or Transfer of Authorization</u>. Except as allowed by subsection (a) of this Section 7, Licensee shall not sell or transfer its operation, or directly or indirectly assign or delegate any of its interests or rights, and obligations under this Agreement to a third party without the express written consent of the City. The City shall not unreasonably withhold condition, or delay its consent under this Section.
- a. The transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring more than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Licensee reasonably demonstrates to the City's City Manager or his or her designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee has a net worth of at least Ten Million Dollars (\$10,000,000); and (ii) any such transferee assumes all of Licensee's obligations hereunder.
- b. Within forty-five (45) of an Exempted Transfer, Licensee shall give notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer along with reasonable evidence substantiating that the Exempted Transfer Criteria will be satisfied.
- c. If the City approves the assignment, each assignee shall assume all obligations of Licensee under this Agreement and will remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Agreement and any License Agreement issued hereunder. No assignment will be binding on the City unless Licensee or the assignee delivers to the City evidence reasonably satisfactory to the City that the assignee has obtained all required regulatory approvals necessary to install, maintain and operate the Licensee's Facilities and any other associated improvements or personal property, and a copy of the assignment agreement (or other document reasonably satisfactory to the City in the event of a permitted assignment). However, the failure or refusal of

an assignee to execute such instrument of assumption will not release such assignee from its liability as set forth in this Section. Except for an Exempted Transfer, Licensee shall reimburse the City within 30 days of receipt of an invoice for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the Term shall not exceed Two Thousand Dollars (\$2,000) for each request.

Section 8. Responsibility of Licensee/Maintenance. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign(s), hereby assumes all responsibility, financial or otherwise, for Licensee's permitted use of the Public Rights-of-Way property, City Municipal Facilities, Licensed Area, and the planning, design, installation, construction, maintenance, repair, operation and complete and proper removal of Licensee's Facilities. The uses granted herein shall be undertaken without risk or liability whatsoever on the part of the City. All construction, installation, removal, repair and maintenance work shall be performed by Licensee and at Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards. In the event that the City approves a replacement Streetlight Pole, City shall own such replacement Streetlight Pole once Licensee completes the construction, and such replacement Streetlight Pole will remain City property should Licensee vacate or abandon such Licensed Area.

Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in the installation and maintenance of Licensee's Facilities and Licensee shall use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by experienced and properly trained, and if required, licensed maintenance and construction personnel.

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other City agencies with jurisdiction over the subject City Property. The City may withhold its consent in its reasonable discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to a City Property for any reason and through any cause.

Licensee may use the Licensed Area solely for the construction, installation, operation, replacement, removal, maintenance and repair ("Operations") of the Licensee's Facilities for the purpose of providing wireless telecommunications service. All Operations shall be conducted by Licensee in a lawful manner and in compliance with all Federal Communications Commission requirements. Licensee shall, at its sole expense, comply with (and obtain and maintain such licenses, permits or other governmental approvals necessary to comply with) all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities applicable to its Operations or use of the Licensed Area; provided, however, any changes to such orders or regulations shall not apply retroactively unless required by applicable Laws. Licensee's Facilities and Operations shall not interfere with the operations of City, the traveling public, or any other uses existing on the Commencement Date on the Licensed Area. If Licensee is unable to obtain

and maintain such licenses, permits, or approvals, Licensee shall so notify City and the particular License Agreement shall be subject to the default and termination provisions pursuant to Section 33 ("Termination").

- Section 9. <u>Public Works Operations</u>. Except as provided otherwise in this Agreement, the City and its Agents have the right to access the Licensed Area at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the Licensed Area, which includes any equipment removed in an emergency or other exigent circumstances pursuant to Section 9(c) (Emergencies), except to the extent that the damage is caused by the negligence or willful misconduct of the City or its Agents.
- a. Repairs, Maintenance and Alterations to Streetlight Poles. The City retains the right to and will: (1) maintain and repair City Property, Right-of-Way, and Streetlight Poles, as needed, in its sole and absolute discretion, for its street light operations and other municipal functions; and (2) correct any immediately hazardous condition. Except as provided in Section 33 ("Termination"), and excluding conditions that are caused by the City's or its Agents' negligence or willful misconduct, neither any City work on any City Property nor any condition of any City Property will: (a) entitle Licensee to any damages; (b) excuse or reduce any obligation by Licensee to pay any license charges or additional fees or perform any covenant under this Agreement; or (c) constitute or be construed as a constructive termination of this Agreement.
- b. Repairs, Maintenance and Alterations to the Licensed Area. The City may, at any time, alter, add to, repair, remove from and/or improve the Licensed Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with laws; provided (1) the City provides advance notice to Licensee's representative as soon as reasonably practicable; (2) the City allows Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the area where Licensee's Facilities are located. The provisions in this Section 9(b) will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the area where Licensee's Facilities are located, necessary to maintain street light services.
- c. <u>Emergencies</u>. In emergencies or other exigent circumstances which imminently threaten public health and safety, the City's work will take precedence over Licensee's operations, which includes without limitation any equipment maintained or operated on the Licensed Area, and the City may access the Licensed Area in whole or in part as the City deems necessary, in its sole and absolute discretion, and in accordance with this Section 9(c), whether the City has notified Licensee of such emergency or such other exigent circumstance, or not. When safe and practicable, the City will notify Licensee of any emergency or such other exigent circumstance that requires the City to repair City Property including removing or replacing any Streetlight Pole and will allow Licensee to remove its equipment before the City repairs, removes or replaces City Property; provided, however, the City will remove the equipment from a Streetlight Pole when, in the City's sole and absolute discretion, it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any equipment with reasonable care and store the

equipment for retrieval by Licensee and the City will provide notice as soon as reasonably practicable after such emergency, but in no event later than twenty four (24) hours after the emergency. Licensee shall have the right to reinstall such removed equipment or equivalent equipment at Licensee's sole expense on the repaired or replaced Streetlight Pole. The City's removal of Licensee's equipment in emergencies will not be deemed to be a forcible or unlawful entry onto the Licensed Area or any interference with Licensee's contractual privilege to use the Licensed Area where Licensee's Facilities are located.

d. <u>Spare Facilities</u>. For every ten (10) Municipal Facilities in use by Licensee, Licensee shall provide Licensor one (1) replacement spare Streetlight Pole for storage by Licensor up to a maximum of three (3) replacement spare Streetlight Poles (the "Spare Facilities") which shall be dedicated exclusively for replacement of Municipal Facilities which support Licensee's Facilities. Licensor shall return all unused Spare Facilities to Licensee within sixty (60) days of the expiration or earlier termination of this Agreement.

Section 10. Relocation/Removal. City, in its sole and absolute discretion, may require Licensee to remove and/or relocate all or any portion of Licensee's Facilities. Licensee shall at City's direction remove and/or relocate such Licensee's Facility at Licensee's sole cost and expense, whenever City reasonably determines that the removal and/or relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a City project; (b) where Licensee's Facility interferes with or adversely affects the proper operation of City owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities or City Property; or (c) to protect or preserve the public health or safety. In any such case. City shall use its best efforts to provide Licensee a reasonably equivalent alternate location to install Licensee's Facility. Except in an emergency, the City shall give at least ninety (90) days' prior written notice pursuant to Section 32 ("Notices") describing where the work is to be performed and/or where removal is required. Notwithstanding the foregoing, should the public health safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 10 within seventy-two (72) hours of receiving notice from the City. If Licensee fails to remove or relocate any of Licensee's Facility as requested by the City within the time period specified above, or in the event of an emergency requiring immediate removal without notice, as outlined in Section 9 ("Public Works Operations") of this Agreement, City may remove Licensee's Facility at Licensee's sole cost and expense, without further notice to Licensee. Alternatively, upon Licensee's request, City may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of the Licensee's Facilities to City.

Section 11. Change in Equipment. If Licensee proposes to install equipment, which is different in any way from the specifications or design configurations originally approved by the City, then Licensee shall first obtain the approval for the use and installation of the equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide load calculations for all equipment it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the original specifications and such approval shall not be unreasonably withheld by the City. Notwithstanding the foregoing, but with prior written notice to the City describing and depicting the change(s), Licensee shall not be

required to obtain a new Administrative Wireless Telecommunications Facility Permit for modifications within a Licensed Area, so long as the modification to the equipment involves only substitution of internal components, will be in compliance with applicable laws (such as radiofrequency emission standards), does not result in any change to the external appearance, does not increase the dimensions or weight of the equipment, and does not cause any external impacts, such as additional electrical load or interference. Licensee shall abide by all applicable rules with respect to work within the Public Way and obtain all applicable permits/consent for any Public Way or road closure necessary in connection with such modification or replacement of a Licensee Facility.

Section 12. Repair of Facility. Licensee shall repair or re-finish, after providing the City notice, at Licensee's sole cost and expense any surface or other portion of the Public Rights-of-Way, City Property, or Municipal Facilities that are disturbed or damaged during the construction, installation, maintenance, or operation of Licensee Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may in its sole and absolute discretion, but without any obligation to do so, repair or refinish the disturbance or damage and Licensee shall reimburse City all actual costs and expenses incurred in the repair or refinishing of such property.

Licensee agrees to use its good faith efforts to give the City notice of the need for any repair to any surface or other portion of the Public Rights-of-Way property, City Property, or Municipal Facilities in close proximity to the Licensed Area promptly after Licensee discovers any damage from any cause. Licensee's agreement to use good faith efforts to provide notice is not an assumption of liability for any life-threatening or hazardous or other conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees.

Section 13. Licensee to Bear All Costs. The Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of the Licensee Facilities. The Licensee shall be responsible and shall bear the cost of any movement to, damage to or repair of Licensee's Facilities due to repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Licensee's Facilities caused by City. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on the Licensee's Facilities, except to the extent the damage is caused by the negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon the Licensee Facilities usage of electricity and applicable tariffs.

Section 14. Compliance with Laws. Licensee agrees to comply with all Laws applicable to Licensee's use of the Licensee Facilities in the Public Way and on Municipal Facilities. City agrees to comply with all Laws relating to City's ownership and use of the Municipal Facilities and any improvements in the Public Way or on the Municipal Facility.

Section 15. <u>Licensee to Submit Acceptable Plans</u>. Prior to the Commencement Date and prior to execution of a License Agreement and to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment

of all related fees, any and all reasonable plans and specifications required by the City, which shall include detailed maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City Planning Department and Public Works Department shall be authorized to and will review and approve or disapprove the plans and specifications, and may impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City Planning Department and Public Works Department shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for City approval. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time during the term of this Agreement and subsequent term extension if applicable, Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third-party infrastructure shall be performed in strict compliance with plans and permits approved by the City Planning Department and Public Works Department.

- **Section 16.** <u>Licensee to Secure Approval and Permits</u>. Licensee agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required by other federal, state or local authorities and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.
- Section 17. <u>As Built Drawings to be Provided</u>. The Licensee shall provide as-built drawings, in any format acceptable to the City, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) days after Licensee's Facilities are installed.
- Section 18. <u>Liability Insurance During the Term of this Agreement</u>. Licensee shall carry, maintain, and keep in full force and effect at Licensee's sole expense insurance against claims for death or injuries to persons or damages to property that may arise out of or in connection with Licensee's use of the Public Rights-of-Way and Municipal Facilities or the construction, operation, maintenance, repair of Licensee's Facilities, or performance under this Agreement by Licensee, its agents, representatives, employees, contractors or volunteers.
- a. <u>Insurance Types.</u> Such insurance shall be of the types and in the amounts set forth in this Section below, unless the City Manager or City Risk Manager expressly approves in writing a lower amount, or approves a different type of insurance.
- 1. Commercial General Liability Insurance with coverage limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering City against claims of bodily injury and property damage and Two Million Dollars

(\$2,000,000) general aggregate including personal and advertising injury arising out of Licensee's performance under this Agreement.

- 2. Commercial Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of this Agreement with limits of Two Million Dollars (\$2,000,000) combined single limit per accident.
- 3. Worker's Compensation Insurance as required by the California Labor Code and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury/ per disease, per employee/ per disease, policy limits.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement, the following conditions apply: (i) City shall promptly and no later than forty-five (45) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) City shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

- b. <u>Subcontractor Insurance</u>. Licensee shall require each of its contractors or subcontractors while working hereunder, if any, to maintain insurance coverage with reasonable and prudent limits. The insurance policies required under this Section shall be issued by an insurance carrier duly admitted and authorized to do business in the State of California and with an A.M. Best's rating of at least "A-" (A minus).
- c. <u>Duty to Maintain Insurance</u>. Licensee agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement if such insurance is not obtained or restored within 5 days after Licensee's receipt of written notice.
- d. <u>Current Certificates of Insurance and Endorsements.</u> At all times during the term of this Agreement, Licensee shall maintain on file with City's Risk Manager certificates of insurance and blanket additional insured endorsements showing that the aforesaid policies are in full force and effect in the required amounts and including City as an additional insured as their interest may appear under this Agreement except on the workers compensation and employer's liability policy. Licensee shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s) and endorsements. Licensee shall provide proof of insurance required herein expiring during the terms of this Agreement have been renewed or replaced with other policies providing at least the same coverage.
- e. <u>Required Endorsements</u>. The Commercial General Liability and Automobile Insurance policies required herein shall contain a blanket additional insured endorsement including the City of Santa Fe Springs, its officers, employees, and volunteers as additional insureds as their interest may appear under this Agreement. City's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims of punitive or

exemplary damages to the extent caused by the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims to the extent caused by the negligence of City, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. This coverage is primary to the City and is not contributing or pro rata with any other insurance or similar protection which is or maybe be available to or carried by the City."

Licensee shall provide at least thirty (30) days' prior written notice to City of cancellation of any required coverage that is not replaced.

- f. <u>Primary Insurance</u>. The insurance provided by Licensee under this Agreement shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Licensee's insurance and shall not contribute with it.
- g. Revised Insurance Requirements. City reserves the right to require the revision of amounts and coverage provided for herein once per Term so long as City provides Licensee sixty (60) days' prior written notice of such revision amounts and coverage, such insurance amounts are reasonably related to the City's reasonable insurance requirements, and Licensee approves of such amounts, such approval not to be unreasonably withheld, conditioned or delayed. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee shall not install any new improvements unless Licensee complies with this Section 18.
- h. <u>Not a limit on liability</u>. Procurement of insurance by Licensee as required herein shall not be construed as a limitation of Licensee's liability or as full performance of Licensee's duty and obligation to indemnify, hold harmless and defend City under Section 21 of this Agreement ("Indemnification").
- Section 19. Performance Bond. Prior to construction of any Licensee's Facilities, Licensee shall post a bond with the City (in the form of a performance bond issued by a reputable institution) in the amount of Two Thousand Dollars (\$2,000.00) ("Performance Bond") substantially in a form reasonably acceptable to the City Attorney. The Performance Bond is to provide recourse for the City (at its option) in the event of a default in the performance of any of the obligations under this Agreement. Such bond shall be with a company and in a form reasonably satisfactory to the City Manager and the City Attorney. This Performance Bond shall remain in place for the term of the Agreement and any subsequent extension if applicable. If additional Licensee Facilities are authorized, before construction of any additional Licensee Facilities, the amount of the Performance Bond shall be increased at a rate of Two Thousand Dollars (\$2,000.00) per Licensee Facility.
- **Section 20.** <u>Accident Reports</u>. Licensee shall use good faith efforts to, within forty-eight (48) hours after occurrence, report to City any accident causing property damage or any serious injury to persons resulting from any of Licensee's activities under this Agreement. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 21. Indemnification.

- To the fullest extent permitted by law, Licensee shall indemnify and defend City, a. its officers, agents, employees, and volunteers from and against any and all claims and losses, costs or expenses (including, but not limited to, reasonable attorneys' fees regardless of whether such claims are ultimately decided by a court of law) for any damage due to death or injury to any person and injury to any property resulting from any acts or alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Licensee, its officers, employees, servants, agents, or subcontractors to the extent caused by Licensee's use of Public Rights-of-Way and Municipal Facilities in performance of this Agreement, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the City, its officials, employees, agents, contractors, subcontractors or volunteers. City (i) shall promptly provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 21 and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Licensee unless Licensee has not materially complied with its indemnification obligations and Licensor provided written notice to Licensee of such failure in writing, and Licensor failed to take reasonable steps to cure such violation within thirty (30) days of issuance of such notice; and (iii) shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Licensee of its indemnity obligation, except (1) to the extent Licensee can show it was prejudiced by the delay; and (2) Licensee shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Accordingly, the provisions of this indemnity provision are intended by the Licensee and City to be interpreted and construed to provide the fullest protection possible to City under the law. Licensee acknowledges that City would not enter into this Agreement in the absence of Licensee's commitment to indemnify and protect City as set forth herein.
- b. Licensee shall hold City harmless and bear all risk of loss or damage of its Licensee Facility(s) and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement and City shall not be liable for any costs or expenses of repair to damaged Licensee Facility(s) including, but without limitation, damage caused by forces of nature or by City's removal of the Wireless Telecommunications Facility(s), except to the extent that such loss or damage was caused by the willful misconduct or negligence of the City, its officials, employees, agents, contractors, subcontractors or volunteers.
- c. City does not, and shall not, waive any rights that it may possess against Licensee because of the acceptance by City, or the deposit with City, of any insurance policy or certificate by Licensee as required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- d. The above sub-sections of this Agreement notwithstanding, except for each party's indemnity obligations hereunder, and damages arising from bodily injury or either party's negligence or willful misconduct, neither party shall be liable to the other party, or that party's respective officers, agents, employees, servants, subcontractors and volunteers, for any incidental,

consequential, or punitive damages arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages.

- Section 22. <u>Hazardous Materials</u>. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated, disposed of or released in, on, under or about the Licensed Area or any other part of City Property, or transported to or from any City Property, in violation of environmental laws. Licensee may use small quantities of hazardous materials as needed for routine operation, cleaning and maintenance of Licensee's Facilities that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such hazardous materials are contained, handled and used in compliance with environmental laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any release of hazardous material has occurred in, on, under or about the Licensed Area or other City Property.
- a. Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Section, or if any act, omission, or negligence of Licensee or any of its agents or invitees in the performance of activities pursuant to this Agreement results in any contamination of the Licensed Area or other City Property, or in a release of hazardous material from, on, about, in or beneath any part of the Licensed Area or other City Property, or the violation of any environmental law, then Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including its agents, and their respective successors and assigns from and against any and all claims (including sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the term relating to such release or violation of environmental laws by Licensee; provided, however, Licensee shall not be liable for any claims to the extent such release was caused by the negligence or willful misconduct of the City or its agents. Licensee's indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any hazardous material brought onto the Licensed Area or City Property by Licensee or any of its agents or invitees and to restore the Licensed Area or other City Property to its condition prior to Licensee's introduction of such hazardous material or to correct any violation of environmental laws by Licensee. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other indemnified parties from any claim that actually or potentially falls within this indemnity provision even if the allegations supporting the claim are or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by the indemnified party and continues until the claim is finally resolved. Without limiting the foregoing, if Licensee or any of its agents or invitees causes the release of any hazardous material on, about, in, or beneath the Licensed Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any indemnified party, take any and all necessary actions to return the Licensed Area and other City Property, as applicable, to the condition existing prior to the release of any such hazardous materials on the Licensed Area or other City Property or otherwise abate the release in accordance with all environmental laws, except to the extent such release was caused by the negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving hazardous material. Notwithstanding the foregoing, Licensee shall not be liable for or responsible for addressing environmental

conditions that existed on Municipal Facilities, Public Way or any other City Property before the execution of this Agreement, or that otherwise do not result from the activities of Licensee.

- **Section 23.** Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 33 ("Termination").
- Section 24. <u>Terms and Conditions Specific to this Agreement</u>. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities licensed pursuant to a License Agreement, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee if Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.
- **Section 25.** Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.
- Section 26. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the United States and the State of California without reference to general conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts of Los Angeles County, California or in the United States District Court, Central District of California. Nothing in this section shall be interpreted to preclude either party's right to seek redress from the Federal Communications Commission.
- **Section 27.** <u>Amendment of Agreement</u>. This Agreement shall not be changed, modified or amended except by a writing signed by both parties.
- **Section 28.** Merger Clause. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself.

The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

- **Section 29.** <u>Severability</u>. If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement is finally determined to be invalid or unenforceable under applicable law, that part or provision shall be ineffective to the extent of such invalidity only, and the remaining terms and condition shall be interpreted so as to give the greatest effect to them.
- **Section 30.** <u>Taxes</u>. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Licensee's Facilities, including any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever

erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and Licensee agrees it shall be solely responsible for the payment of these taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Agreement and any exercised options to renew or extend this Agreement may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement.

Licensee shall be responsible for all utilities and any property or possessory interest taxes imposed as a result of the use of City Property by Licensee. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code section 107.6 and Licensee agrees it shall be solely responsible for the payment of these taxes.

Section 31. Non-Exclusivity. Neither this Agreement nor the permit granted hereunder is exclusive. The City reserves the right to enter into co-location agreements with other parties, including but not limited to telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities. City will not grant, after the date of this Agreement, a permit, license or any other right to any third party if, at the time such third party applies to use the Public Rights-of-Way or Municipal Facilities, City knows or has reason to know that such third party's use may cause interference with the Licensee's Facilities, Licensee's use of the Public Rights-of-Way or Municipal Facilities, or Licensee's ability to comply with the terms and conditions of this Agreement.

Section 32. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt) or (d) five (5) calendar days after deposit if delivered by first class mail. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith. For notice regarding a matter which relates to particular Municipal Facilities and/or Licensee's Facilities, the notice shall provide sufficient specificity to allow the recipient to reasonably determine the location(s) of the Municipal Facilities and/or Licensee's Facilities, and the issue(s) related thereto.

LICENSEE:

Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless 180 Washington Valley Road, Bedminster, NJ 07921 Attention: Network Real Estate

Site: Santa Fe Springs MLA

CITY:

Limited City of Santa Fe Springs
reless Planning Department
Road, Attn: Director of Planning
11710 Telegraph Road
Santa Fe Springs, CA 90670

With a copy to:

Santa Fe Springs City Attorney Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835

Section 33. Termination.

- The right to utilize City Property under this Agreement and the applicable License Agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party pertaining to such City Property, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate the applicable License Agreement with respect to such Licensee's Facilities in the manner authorized by this Section. In the event of a default of any material convenant or term hereof by either party that applies to this Agreement as a whole and all License Agreements, the non-defaulting party may terminate the Agreement if the defaulting party does not cure the default within forty-five (45) days of receipt of written notice (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion).
- b. Licensee may terminate the license to use any one Municipal Facility for convenience with thirty (30) days prior notice to City. All payments due to City for the affected Municipal Facility shall cease upon full removal of Licensee's Facility located thereon and full repair of the Licensed Area and affected City Property, if any. If for any reason other than force majeure, Licensee permanently ceases operation of any of Licensee's Facilities, Licensee shall within ninety (90) days cause the full removal of such Licensee Facility/Facilities, and have fully repaired the relevant Licensed Area.
- c. If Licensee cannot obtain all regulatory approvals required for any Licensee Facility after one year from the subject License Agreement effective date, then either the City or Licensee may terminate such License Agreement upon notice to the other party delivered within ten (10) days after the first anniversary of that License Agreement's effective date. The parties agree that the Commencement Date will be deemed to have not occurred for any License Agreement terminated, and Licensee will have no obligation to pay the applicable fees for that License Agreement and any fees paid in connection with such License Agreement shall be refunded accordingly by the City.

Section 34. Removal Due to Termination. Except to the extent prohibited by Law, no later than one hundred eighty (180) days after termination of the applicable License Agreement,

Licensee shall, at its sole cost and expense, remove the Licensee Facility and, if such removal disturbs the Right-of-Way, restore Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the Right-of-Way. Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon the Licensee Facility, or any part thereof, in place and convey it to the City. Licensee shall replace any removed Streetlight Pole with a matching new Streetlight Pole.

Section 35. Abandonment. If Licensee ceases to operate and abandons a Licensee Facility, for a period of ninety (90) consecutive days or more, Licensee shall, at its sole cost and expense and no more than thirty (30) days after expiration of the ninety (90) day time period herein, vacate and remove the Licensee Facility. If such removal disturbs the Right-of-Way, Licensee shall also, at its sole cost and expense, restore the Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the Right-of-Way. Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon the Licensee Facility, or any part thereof, in place and convey it to the City.

Section 36. Other Regulations. All use of the Public Rights-of-Way and Municipal Facilities by Licensee under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable City rules and regulations and ordinances now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

Section 37. <u>Related Actions</u>. By the granting of this Agreement, neither City nor the Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of the Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 38. <u>Use of the Public Rights-of-Way</u>. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities.

Section 39. Eminent Domain. If City receives notice of a proposed taking by eminent domain of any part of the Public Rights-of-Way and/or Municipal Facilities, City will notify Licensee of the proposed taking within thirty (30) days of receiving said notice and Licensee will have the option to: (i) declare the applicable License Agreement null and void with respect to the effected Public Rights-of-Way and/or Municipal Facilities and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Public Rights-of-Way and Municipal Facilities that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Public Rights-of-Way and/or Municipal Facilities so taken. With either option Licensee shall have the right to contest the taking and directly pursue an award.

Section 40. <u>Business Summary Report</u>. Once per calendar year, City may submit a written request to Licensee for a business summary report pertaining to Licensee's rent obligations for the prior twelve (12) month period, and Licensee shall provide such written accounting to City within sixty (60) days after Licensee's receipt of such written request.

Section 41. <u>Powers to Enter into Agreement</u>. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City.

[Execution Pages Follow]

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 Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below

CITY:

THE CITY OF SANTA FE SPRINGS

	By:	_
	Print Name:	
	Title:	_
	Date:	
ATTEST:		
Ву:		
Print Name:		
Title:		
APPROVED AS TO FORM:		
Ву:		
Print Name:		
mt.i		

[Licensee Execution Page Follows]

This Agreement is executed by Licensee as of the date first written above.

LICENSEE:

Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless				
By: AirTouch Cellular Inc. Its: General Partner				
By: Print Name:				

Date: _____

EXHIBIT A LICENSE AGREEMENT

Subject to the terms and conditions of the Master License Agreement for Wireless Telecommunications Facilities on City Streetlight Poles in the Right of Way ("MLA") between the undersigned Licensee and City, the following described location is licensed to Licensee for unmanned telecommunication purposes:

1.	Licensee: Los Angeles SMSA Limited Partnership, d/ba/ Verizon Wireless
2.	Site Address/Description:
3.	Effective Dates: The "Execution Date" is the date Licensor signs this License Agreement. The "Commencement Date" is ninety (90) days after the date that this Site License Agreement is executed by both parties or the date that Licensee receives all permits and approvals necessary to construct and operate a Licensee Facility at the Licensed Area, whichever occurs first.
(Fo	Base Annual License Fee:ee pursuant to the compensation more specifically set forth in MLA Section 6. The mual License Fee shall be due upon June 30 each year. The initial License Fee shall be prated to the next June 30.)
5.	Local Licensee contacts for access or emergencies (names, titles, phone, pagers, etc.):
6.	Term/Renewals: As provided in the MLA, unless a shorter term or number of renewals is specified as a special term or condition.
7.	Special terms, conditions or other notes are attached as Attachment "2" and initialed by the parties. Examples include any Licensor use, known hazardous substances, special access, maintenance responsibilities, permit requirements, or co-location requests. Check here if there are special terms or conditions to this agreement.

ATTACHMENTS

The following documents must be attached:

A.	. Preliminary description and/or map of the premises and site licensed, including location of equipment, access and utility routes.			
В.	Equipment Technical Specifications.			
C.	. Copy of Administrative Wireless Telecommunications Facility Permit and/or local governmental approvals.			
D.	Environmental Approvals.			
E.	Any legal description of the site develop	ed by Licensee or submitted to the PUC.		
F.	Planned regular maintenance schedule.	CITIV		
		CITY:		
		THE CITY OF SANTA FE SPRINGS		
		By:		
		Print Name:		
		Title:		
		Date:		
ATTI	EST:			
By:				
	Name:			
APPF	ROVED AS TO FORM:			
Ву: _				
	Name:			
Title:				

[Licensee Execution Page Follows]

LICENSEE:

Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless			
By: AirTouch Cellular Inc.			
Its: General Partner			
By:			
Print Name:			
Title:			
Data			

City Council Meeting

January 23, 2020

NEW BUSINESS

Approval of Use Agreement for Lake Center Athletic Park and Facilities with Metropolitan Little League Baseball for 2020

RECOMMENDATIONS

- Approve the Use Agreement for Lake Center Athletic Park and Facilities with Metropolitan Little League Baseball for 2020.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

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. For 57 years, the City of Santa Fe Springs has had a working relationship with Metropolitan Little League (Metro) to allow community youth the opportunity to be exposed to the great game of baseball. The City has provided space at its athletic fields and facilities for Metro to condition, practice, and play. Additionally, Metro uses Lake Center Athletic Park to store equipment, conduct player registration, 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 Metro. The agreement specifies the locations, dates, and times of use, establishes the expectations of Metro, outlines the responsibilities of both Metro and the City, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

At its meeting of January 24, 2019, the City Council approved and entered into a one-year Use Agreement with Metro for use of the City's athletic fields and facilities. In the agreement, provisions were made to work with Metro to reduce field maintenance costs by having the organization's volunteers drag, water, and chalk the infields, put bases out, and maintain the cleanliness of the dugouts and surrounding field area. The Use Agreement terminated on November 30, 2019.

ANALYSIS

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

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

Periods of use: Spring Baseball practices and games will be from February 10, 2020 through June 30, 2020; All-star and qualifier tournaments from July 1, 2020 through

August 20, 2020; and fall ball use from September 1, 2020 through November 22, 2020. The agreement will commence on February 10, 2020 and terminate on November 22, 2020.

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- 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.
- Provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- Obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- Provision of non-profit status designation and annual financial statement.
- Roster of players that also identifies their city of residence (to determine how many City youth are participating).
- Metro will have one-time use of a City facility for a fundraising event at no cost.
- Metro will be responsible for repairing the existing home run fences on fields #2 and #3 at Lake Center Athletic Park and will also be responsible for removing and storing the home run fences at the end of the 2020 season.
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- With the City's prior approval, Metro will be able to host fundraiser tournaments.
 Metro will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised.
- Metro has requested Sunday use during the term of the use agreement, which is outside their scope of normal use. In those instances, a request by Metro must be made two weeks in advance to the Parks & Recreation Services Division to allow for staffing, subject to facility availability. Metro is responsible for the staffing fees at a rate of \$30 per hour.

Metro will continue to play a vital role with regards to field maintenance. Metro will provide dedicated corps of volunteers to drag the infield, chalk the field, and maintain the cleanliness of the dugouts at both Lake Center Athletic Park and Santa Fe Springs Athletic Fields. Public Works will meet with Metro on a weekly basis to ensure the fields are being properly maintained and to address any maintenance concerns during the term of the use agreement.

FISCAL IMPACT

In accordance to the most recent use agreement, Metro contributes \$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 Metro that takes into account staffing and field use costs.

Metro – Fiscal Overview	
February - June Weekday Practices at LCAP	\$4,446
February – June Games at LCAP	\$2,002
February – May Weekday Practices at SFS Athletic Fields	\$910
June - July All Star Practices	\$860
September - November Weekday Practices at LCAP (Fall Ball)	\$1,940
September - November Games at LCAP (Fall Ball)	\$1,250
Fundraiser at Social Hall	\$993
Field Rehab (Reseeding and Fertilizer)	\$2,870
Total Expenses	\$15,271
Metro's Contribution	(\$2,000)
Difference	\$13,271

As the table indicates, the City's in-kind contribution to Metro for the 2020 season will be \$13,271.

With Metro assuming the responsibility of maintaining the fields in 2020, it will reduce the City's in-kind contribution towards field maintenance significantly saving approximately \$60,000 in Public Works labor and non-labor costs.

LEGAL REVIEW

The City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

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

1. 2020 Use Agreement for Athletic Fields & Facilities – Metropolitan Little League



USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this 23rd day of January, 2020, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Metropolitan Little League*, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a baseball program to the youth of the community.

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Athletic Fields* located at 9720 Pioneer Boulevard, in Santa Fe Springs, including the two baseball diamonds and adjoining grass area; and *Lake Center Athletic Park* and *Betty Wilson Center* located at 11641 Florence Avenue, in Santa Fe Springs, including the use of the three baseball fields, the concession area (including snack bar & kitchen), the Betty Wilson Center library/meeting room, and equipment storage room located in the Betty Wilson Center (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use the *Lake Center Athletic Park* and *Betty Wilson Center* for a period of time and, when available subject to AGENCY approval, commencing February 10, 2020 and terminating on November 22, 2020 for the following activities and periods of time:

- Spring Baseball Season Practices and Games Beginning February 10, 2020 through June 30, 2020
- Baseball Tournament Season (including All Stars, Sectional, and Regional Playoffs) – Beginning July 1, 2020 through August 30, 2020
- Player Registration, Fall Baseball Season Practices, and Games September 1, 2020 through November 22, 2020

Specifically, ORGANIZATION will utilize *Lake Center Athletic Park* and *Betty Wilson Center* for the Spring Baseball Season Monday through Friday from 5:00 p.m. – 10:00 p.m. and Saturdays 9:00 a.m. – 6:00 p.m. for practices and games beginning February

10, 2020 until June 30, 2020 Santa Fe Springs Athletic Fields for the Spring Baseball Season Monday through Friday from 5:00 p.m. – 9:00 p.m. for practices from and for games to be held on five Saturdays between February 10, 2020 and May 31, 2020, times to be determined; for the Baseball Tournament Season which encompasses All Stars, Sectional, and Regional Playoffs, Lake Center Athletic Park would be used Monday through Friday from 5:00 p.m. – 9:30 p.m. and Saturdays from 8:00 a.m. – 3:00 p.m. for practices and games from the beginning of July and ending in August; and for the Fall Baseball Season Monday through Friday from 5:30 p.m. – 9:00 p.m. and Saturdays from 9:00 a.m. – 1:00 p.m. for practices and games from the beginning of September until the end of November.

AGENCY will make available to the ORGANIZATION access and use to a refurbished Gator utility vehicle to assist with ferrying supplies to the three fields at *Lake Center Athletic Fields* and also to assist with dragging of fields.

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

The ORGANIZATION may utilize *Lake Center Athletic Park* as a host site for baseball tournaments for the purpose of fundraising. Prior to hosting any fundraising tournaments, ORGANIZATION must obtain prior approval from AGENCY. ORGANIZATION is responsible for staffing and other costs, however all proceeds raised through hosting tournaments would be retained by ORGANIZATION.

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

ORGANIZATION may request to utilize Lake Center Athletic Park on Sundays for the purpose of practices, games, and tournaments subject to availability and prior written approval by AGENCY. **ORGANIZATION** is responsible for submitting their Sunday use request at least two weeks in advance of the use and is responsible for paying the cost of staffing by AGENCY at a rate of \$30 per hour.

This AGREEMENT shall remain in effect through November 22, 2020, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

2. USE OF FACILITIES

AGENCY must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per season (amount does not include field usage outside of the approved dates and times)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.

- D. Complete list of names, addresses, and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times
 - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Annual financial statement from the prior season. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying each player and their city of residence.

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

3. RESPONSIBILITY FOR ACTIVITIES

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

4. ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT and any rules and regulations of the Subject Facilities.
- B. ORGANIZATION will be responsible for daily field maintenance, which includes, but is not limited to, dragging and chalking of the infield, cleaning of dugouts, repairs to temporary home run fences, and all costs related to the purchase of required supplies related to field maintenance.
- C. ORGANIZATION representatives will meet with AGENCY staff on a weekly basis to conduct field inspections and to address any facility concerns.
- D. 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.

- E. ORGANIZATION shall not erect no additional fencing to the already existing temporary home run fences that are positioned on fields #2 and #3 or post 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. ORGANIZATION will also be responsible for the removal and storage of the temporary home run fences at the end of the of the 2020 season.
- F. 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 shall be determined by both the Community Services & Public Works Departments.
- G. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. AGENCY (Public Works staff) will determine whether fields can be used after inclement weather.
- H. 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.
- I. 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 AGREEMENT, who will supervise facilities and grant facility access to ORGANIZATION.
- J. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- K. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- L. No power vehicles/equipment other than City operated are permitted on the fields without permission of AGENCY.
- M. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall result in the loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by AGENCY relating to ORGANIZATION's failure to adhere to the provisions of this AGREEMENT.

5. **LEGAL COMPLIANCE**

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 Section 1 of this AGREEMENT. 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. NO EXCLUSIVE RIGHT

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

8. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.

- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or AGENCY.

9. INSPECTION

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

10. IMPROVEMENTS

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

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

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

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

11. TITLE TO IMPROVEMENTS

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

12. SIGNS

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

13. TERMINATION OF THIS AGREEMENT

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least 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:

Metropolitan Little League

Attention: President

P.O. Box 3241

Santa Fe Springs, CA 90670

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

15. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to

which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

16. **GOVERNING LAW**

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

17. ASSIGNMENT

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

18. INSURANCE

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

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

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

 ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition

- prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 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.
- 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.

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE.)

ORGANIZATION: Metropolitan Little Lea	gue
By: (Signature)	
(Print Name)	
(Title)	
CITY OF SANTA FE SPRINGS A Municipal Corporation	
William K. Rounds Mayor	
ATTEST:	
Janet Martinez, CMC City Clerk	
APPROVED AS TO FORM:	
Ivy M. Tsai City Attorney	



City of Santa Fe Springs

City Council Meeting

January 23, 2020

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer.

BACKGROUND

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

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

At its meeting of April 11, 2019, the City Council approved and entered into a one-year Use Agreement with the 49ers for use of the City's athletic fields and facilities for the 2019 season. The Use Agreement will terminate on January 31, 2020.

ANALYSIS

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

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

Periods of use: Every Sunday beginning April 5, 2020 through June 28, 2020 and every Thursday in the month of June 2020 and July 9 & 16, 2020 (conditioning); August 10, 2020 until November 30, 2020 (summer and fall football practices); and August 10, 2020 until January 31, 2021 (cheer practice).

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- The City grants the 49ers the right to use Santa Fe Springs Park for conditioning commencing April 5, 2020 until June 28, 2020.
- The City grants the 49ers the right to use Santa Fe Springs Park and Santa Fe Springs Athletic Fields commencing August 10, 2020 and terminating January 31, 2021 for practices only. All games will be played away at opposing teams' venue.
- The 49ers must provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities and staff, along with identifying a liaison that is authorized to represent the 49ers and through whom the City can communicate with to address any concerns, issues, and requests.
- The 49ers must provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- The 49ers must obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- The 49ers must provide proof of non-profit status designation and submit semiannual financial statements ending June 30th and December 31st of the previous year.
- The 49ers must provide a roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- If the 49ers request use of a facility identified in the Use Agreement outside of the
 agreed upon periods of use or another City facility not identified in the Use
 Agreement, the request must be made at least two weeks in advance to the Parks
 & Recreation Services Division to allow for staffing, subject to facility availability.
 The 49ers would be responsible for staffing fees at a rate of \$30 per hour if the
 facility requested has to be opened for their specific use and is not normally staffed
 at their requested date(s) and time(s) of use.

FISCAL IMPACT

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

Santa Fe Springs 49ers Youth Football & Cheer – Fiscal Over	view
April - July Conditioning	*No Staff Cost
August - September Practices at SFS Park	\$960
September - November Practices at SFS Athletic Fields	\$1,090
December – January Cheer Practices	*No Staff Cost
Field Rehab (Reseeding and Fertilizer)	\$950
Total Expenses	\$3,000
49ers Contribution Amount	(\$2,000)
Difference	\$1,000.00

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

As the table indicates, the City's in-kind contribution to the Santa Fe Springs 49ers for the 2020 season will be \$1,000.00.

According to the State of California's Secretary of State's website, as of January 12, 2020, Santa Fe Springs 49ers Youth Football & Cheer is an active non-profit organization registered in the State and is in good standing.

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

LEGAL REVIEW

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

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

Raymond R. Cruz City Manager

Attachment

1. 2020 Use Agreement for Athletic Fields & Facilities – Santa Fe Springs 49ers Youth Football & Cheer



PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this 23rd day of January, 2020, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and Santa Fe Springs 49ers Youth Football & Cheer, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a football sports program to the youth of the community.

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park*, located at 10068 Cedardale Drive in Santa Fe Springs. The ORGANIZATION has also been granted the right to use the *Santa Fe Springs Athletic Fields*, located at 9720 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining west office/utility room (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park* and *Santa Fe Springs Athletic Fields* commencing April 5, 2020 and terminating January 31, 2021 for the following activities and periods of time:

- Conditioning To be held Sundays beginning April 5, 2020 until June 28, 2020.
 Additionally, conditioning will be held every Thursday in June beginning June 4, 2020 and ending June 25, 2020; and the following Thursdays in July: July 9 & 16, 2020.
- Football Practices Beginning August 10, 2020 until November 30, 2020.
- Cheer Practice Beginning August 10, 2020 until January 31, 2021

Specifically, ORGANIZATION will utilize *Santa Fe Springs Park* Sundays from 9:00 a.m. – 11:00 a.m. for conditioning on Sundays beginning April 5, 2020 until June 28, 2020 and Thursdays in June from 6:00 p.m. – 8:00 p.m. beginning June 4, 2020 until June 25, 2020. ORGANIZATION will also conduct conditioning on the following Thursdays in July: July 9

& 16, 2020. ORGANIZATION will also conduct practices Monday – Thursday from 6:00 p.m. – 8:00 p.m. for football practice from August 10, 2020 until September 3, 2020.

Beginning the September 8, 2020, ORGANIZATION will change football practice locations and move to the *Santa Fe Springs Athletic Fields* and from that date until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m.

Cheer practice will be held at *Santa Fe Springs Park* Monday – Thursday from 6:00 p.m. – 8:00 p.m. for football practice from August 10, 2020 until September 3, 2020. Beginning the September 8, 2020, ORGANIZATION will change cheer practice locations and move to the *Santa Fe Springs Athletic Fields* and from that date until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m. In order to accommodate cheer practice for local, regional, and national competitions, ORGANIZATION will also be permitted to utilize, when requested and depending on availability, an indoor venue from 7:00 p.m. – 9:00 p.m. beginning in December and ending in January.

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, 2021, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

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

Agency must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

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

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

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

3. RESPONSIBILITY FOR ACTIVITIES

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY.

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 shall not erect any fences or post 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. 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 AGREEMENT, 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 result in the loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by AGENCY relating to ORGANIZATION's failure to adhere to the provisions of this AGREEMENT.

5. LEGAL COMPLIANCE

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 Section 1 of this AGREEMENT. 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. NO 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 fifteen (15) days in advance of such termination.

14. NOTICE

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

To AGENCY:

City of Santa Fe Springs

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION:

Santa Fe Springs 49ers Youth Football &

Cheer

Attention: President 10598 Acacia Lane

Santa Fe Springs, CA 90670

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

15. ATTORNEYS FEES

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

16. **GOVERNING LAW**

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

17. ASSIGNMENT

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

18. INSURANCE

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

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance

proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 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 selfinsurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
- 12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days

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

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

19. INDEMNIFICATION

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

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

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



By:__ (Signature) (Print Name) (Title) CITY OF SANTA FE SPRINGS A Municipal Corporation William K. Rounds Mayor ATTEST: Janet Martinez, CMC City Clerk APPROVED AS TO FORM: Ivy M. Tsai City Attorney

ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer



January 23, 2020

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Norwalk/Santa Fe Springs Saints Youth Football & Cheer for the 2020 season

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for the 2020 season.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities 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 uses 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 April 24, 2019, the City Council approved and entered into a one-year Use Agreement with the Saints for use of the City's athletic fields and facilities for the 2019 season. The Use Agreement will terminate on January 31, 2020.

ANALYSIS

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

Facilities: Lakeview Park (for conditioning); Little Lake Park (summer & fall practices); and an indoor facility, when requested and available for cheer.

Periods of use: Every Sunday beginning March 15, 2020 through June 28, 2020 (conditioning); July 20, 2020 until November 30, 2020 (summer and fall football practices); and July 20, 2020 until January 31, 2021 (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 March 15, 2020 and terminating January 31, 2021 for conditioning and practices, respectively. No games will be played at these venues. All games will be played away at the opposing teams' venue.
- 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 along with identifying a liaison that is authorized to represent the Saints and through whom the City can communicate with to address any concerns, issues, and requests.
- 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 located at Little Lake Park.
- The Saints must provide proof of non-profit status designation and submit semiannual financial statements ending June 30th and December 31st of the previous year.
- 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, picture day, 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 at least two weeks in advance to the Parks
 & Recreation Services Division to allow for staffing, subject to facility availability.
 The Saints would be responsible for staffing fees at a rate of \$30 per hour if the
 facility requested has to be opened for their specific use and is not normally staffed
 at their requested date(s) and time(s) of use.

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:

Norwalk-Santa Fe Springs Saints Youth Football & Cheer – Fiscal Overview				
April – June: Sunday Conditioning	*No Staff Cost			
July – August: Monday-Friday Practices	\$1,210			
September – November: Tuesday-Thursday Practices	\$1,090			
December – January Cheer Practices	*No Staff Cost			
August – Opening Day (use of fields, pavilion & meeting room)	\$683			
End of Season Banquet – Social Hall	\$112			
Field Rehab (Reseeding and Fertilizer)	\$950			
Total Expenses	\$4,045			
Saints' Contribution Amount	(\$2,000)			
Difference	\$2,045.00			

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

As the table indicates, the City's in-kind contribution to the Saints for the 2020 season will be \$2,045.

According to the Internal Revenue Service, as of January 12, 2020, 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 as of the same date.

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 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

1. 2020 Use Agreement for Athletic Fields & Facilities - Norwalk-Santa Fe Springs Saints Youth Football & Cheer



PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this 23rd day of January, 2020, 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.

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 March 15, 2020 and terminating January 31, 2021 for the following activities and periods of time:

- Spring Conditioning To be held on Sundays beginning March 15, 2020 until June 28, 2020
- Football Practices Beginning July 20, 2020 until November 30, 2020
- Cheer Practice Beginning July 20, 2020 until January 31, 2021

Specifically, ORGANIZATION will utilize *Lakeview Park* Sundays from 12:00 p.m. – 2:00 p.m. for spring conditioning from March 15, 2020 until June 28, 2020. ORGANIZATION will utilize Little Lake Park Monday – Friday from 6:00 p.m. – 8:00 p.m. for football practice from July 20, 2020 until September 4, 2020. From September 8, 2020 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 20, 2020 until September 4, 2020. From September 8, 2020 until January 31, 2021, cheer practices will be held Tuesday through Thursday from 6:00 p.m. – 8:00 p.m. Cheer practice will continue beyond the football season due to preparation for regional, state, and national cheer competitions. Cheer practice will take place in outdoor locations on *Little Lake Park*. An indoor venue will be provided upon request and availability.

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

- Saturday, August 22, 2020 at Little Lake Park Opening day activities (all fields and facilities on the park)
- Wednesday, August 26, 2020 at Little Lake Park Player weigh-in (meeting room only)
- Saturday, September 13, 2020 at Lakeview Park Team pictures (grass field)

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, 2021, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

2. USE OF FACILITIES

AGENCY must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

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

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

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 shall not erect any fences or post 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. 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 AGREEMENT, 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 result om the ;pss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by AGENCY relating to the ORGANIZATION's failure to adhere to the provisions of this AGREEMENT.

5. LEGAL COMPLIANCE

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. NO EXCLUSIVE RIGHT

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

8. MAINTENANCE

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

9. INSPECTION

A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall

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

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

10. <u>IMPROVEMENTS</u>

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

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

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

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

11. <u>TITLE TO IMPROVEMENTS</u>

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

<u>9255 S. Pioneer Boulevard</u> <u>Santa Fe Springs, CA 90670</u>

To ORGANIZATION:

Norwalk Santa Fe Springs Saints Youth

Football & Cheer Attention: President P.O. Box 2521

Santa Fe Springs, CA 90670

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

15. <u>ATTORNEYS FEES</u>

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

16. GOVERNING LAW

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

17. ASSIGNMENT

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

18. INSURANCE

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

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

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

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

- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 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 selfinsurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or selfinsured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the

deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.

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

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE.)

By: (Signature)		
(Print Name)		
(Title)		
CITY OF SANTA FE SPRINGS A Municipal Corporation		
William K. Rounds Mayor		
ATTEST:		
Janet Martinez, CMC City Clerk		
APPROVED AS TO FORM:		
Ivy M. Tsai City Attorney		

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

City of Santa Fe Springs

City Council Meeting

January 23, 2020

NEW BUSINESS

<u>Deaccession of the sculpture entitled "The Orange Harvest" located at 10631</u> <u>Hathaway Drive from the Heritage Arts in Public Places Program</u>

RECOMMENDATIONS

- Approve deaccessioning of "The Orange Harvest" as recommended by the Heritage Arts Advisory Committee and staff.
- Approve funds not to exceed \$3,500 for the removal of the art piece from its current location by a qualified professional.

BACKGROUND

"The Orange Harvest" was one of the first art pieces installed for the Heritage Arts in Public Places program in 1991. Since its installation, the art piece has been steadily deteriorating and there is no maintenance agreement in place for this art piece. A professional review by City consultant Margaret Hammon, detailed later in this report, verifies that the current condition of the artwork is very poor and has been identified as "structurally unstable."

At the November 19, 2019 Heritage Arts Advisory Committee (HAAC) meeting, the HAAC voted to recommend deaccession of the art piece from the City's public art program following the presentation of a staff report on the artwork. Staff noted that there was a process for deaccessioning artwork in the Developer's Guide and, consequently, this report was presented to the committee members.

"The Orange Harvest" was created in 1990 by Richard Ellis and was made of cast stone and cold cast bronze. Over the years, the art piece has experienced significant deterioration. The piece is made of reinforced fiberglass; the sun combined with rain and other weather elements have caused severe damage and discoloration. It has also caused hydrolysis of Fiberglass which has produced a dull and chalky surface to the entire piece. Various areas of the art piece have completely deteriorated and visible metal reinforcements show major corrosion. On the back side of the art piece, visible signs of mold are present. Larger breaks are visible in the head and leg of one figure and two rungs of the ladder are completely missing.

The following information addresses the criteria for deaccessioning of "The Orange Harvest" from the Heritage Arts in Public Places catalog.

Artist Contract Review

Unfortunately, the original signed letter of agreement dated March 7, 1990, is not on file. Only an unsigned copy is available. Richard Ellis, the artist, now lives in Grants Pass, Oregon. Staff contacted the artist through email and he has written that he is not interested in doing any restoration on the piece and that we can go ahead with

City of Santa Fe Springs

City Council Meeting

January 23, 2020

the deaccessioning of the piece from our catalog.

City Attorney Review

The City Attorney has reviewed this matter pursuant to the deaccessioning policy.

Developer Discussion

The artwork is located on private property owned by the Hathaway Family. They would like to see the artwork be moved to the Hathaway Ranch Museum property; however, the cost of this move seems to be prohibitive. The Heritage Arts Advisory Committee recommended assisting with the artwork relocation at a cost not to exceed \$3,500. Staff recommends that the funds are contingent on the use of a qualified professional for the art removal. In addition, the Heritage Arts Advisory Committee recommended waiving the requirement that another art piece is installed in its place at that location on Hathaway Drive.

Professional Review

Margaret Hammon, Public Art Consultant, stated the following in an email dated October 15, 2019:

"The artwork entitled 'The Orange Harvest' was one of the earliest pieces (1991) installed in the city under the requirements of the Heritage Arts in Public Places. Located at 10631 Hathaway Drive, the land where it sits was once a thriving orange grove owned by the Hathaway Family. This family still owns the property and the sculpture itself. The idea of creating a life-size orange tree and three workers was a significant undertaking. Artist Richard Ellis was selected to create the work.

"This artwork was constructed out of fiber glass or what was called 'cast stone' at the time. The decision to use this material was a poor one. Within a year after its dedication the artwork started to show signs of structural damage. Conservationists were brought in to repair the artwork at least seven times but it continued to show damage. The current condition of the artwork is very poor and has been identified as 'structurally unstable.' The worst damage is on the worker's ladder which has deteriorated so much that the viewer can see the corroded support rods. The artwork has many hairline cracks, bird droppings and paint splatters.

"Because the artwork is impossible to repair and is a safety hazard I recommend that it be removed from the collection under the policies adopted by the Heritage Artworks in Public Places. The artist, Richard Ellis, and the Santa Fe Springs property owner, Francine Rippy of the Hathaway Ranch Museum, have been notified and given a chance to respond to plans to deaccession the artwork. To date there are no plans to keep attempting to slow the rapid deterioration of 'The Orange Harvest.' The Heritage Arts Advisory Committee is in agreement that the artwork be removed from its site on Hathaway Drive."

Report Submitted By: Maricela Balderas/ Joyce Ryan Date of Report: January 16, 2020

Department of Community Services

City of Santa Fe Springs

City Council Meeting

January 23, 2020

The Heritage Arts Advisory Committee waived the requirement for more than one professional opinion and voted to accept Ms.Hammon's recommendation as the only professional review needed for the de-accessioning process.

Heritage Arts Advisory Committee Review

At the November 19, 2019 Heritage Arts Advisory Committee (HAAC) meeting, the HAAC voted unanimously to recommend that the City Council deaccession the art piece from the Heritage Arts in Public Places program catalog. The condition of the art piece meets the criteria in the Deaccessioning Policy because "the artwork has been damaged and repair is impractical or unfeasible." The committee recommended waiving the requirement that another art piece is installed in its place at that location on Hathaway Drive. To facilitate its removal, the committee recommended funding this removal at a cost not to exceed \$3,500. Staff recommend that this funding be contingent on the developer's use of a qualified professional for the removal. In addition, the committee also recommends only using the one professional review in the deaccession report.

The Mayor may call upon Joyce Ryan, Executive Secretary for the Heritage Arts Advisory Committee, to answer any questions the Council may have regarding this project.

FISCAL IMPACT

The total cost would not exceed \$3,500 and would be fully funded by the Heritage Arts in Public Places Program fund. There will be no impact to the General Fund.

Raymond R. Cruz City Manager

Attachments:

- 1. Letter of Agreement
- 2. Professional Review email from Margaret Hammon
- 3. Photos of The Orange Harvest
- 4. Deaccession Work of Art Policy Section V from Developer's Guide

Department of Community Services

March 7, 1990

James Weaver Vincent B. Ruh Company 1 Centerpointe Drive, Suite 210 La Palma, California 90623

LETTER OF AGREEMENT

HATHAWAY INDUSTRIAL PARK II, A CALIFORNIA GENERAL PAREMERSHIP, (client) agrees to retain JAMES LODGE & ASSOCIATED (Consultant) to proceed with design and production of a 1/4 scale 3-dimensional maquette by Richard White (Artist) for a fee of \$500.. The fee will be applied as credit toward the final total commission price of the full scale sculpture installed. The design shall conform to and consist of subject matter and deschard concerns as would be desired by and acceptable to the CILY of Santa Fe Springs Art Commission.

Once the resign and magnetis are approved by the City, the client typos to retain the consultant to proceed with the final elemestoning and installation of the sculpture by the artist.

1. Description of artwork:

One sculpture of size and materials to be determined as part of the artist's design, which will incorporate the theme of the ranching/farming era in the history of the City of Santa Fe Springs, California.

2. Consultant's Services:

- A. Research and develop an appropriate artist for the commission.
- B. Contract with the artist.
- C. Purchase sculpture for the lowest net price possible to the client allowing the client to purchase more sculpture for their money.

LETTER OF AGREEMENT/Hathaway Industrial Park II/3-7-90/p.2

- D. Manage the entire process including handling all applications, contracts, paperwork, payments and guarantee performance.
- E. Interface and handle all directives from the client and the CIty as regards to the sculpture's commission and installation. Attend all necessary meetings and make presentations.
- F. Insure the artwork while it is in the artist's possession up to the time of installation.
- G. Oversee the sculpture's completion and installation to the artist's, the City's and the client's satisfaction.
- H. Any miscellaneous expenses such as, out in pocket travel, time and any other.
- Provide the client and the City wath a William certified appraisal of the appraisal.
- J. Provide publicary and press to be suc flor the client.

3. Client's Obligacions

- A. Be available of somest my inject of the entreft for approval.
- B. Ensure prompt payments of world thinks in its commission. The areast will not purched with any stage of the commission before payments and received.

4. Price:

\$53,370. total as required by the City of decimals. Springs to include:

A. The cost of the sculpture and artist's fees.

LETTER OF AGREEMENT/Hathaway Industrial Park II/3-7-90/p.3

- B. The cost of all items relating to the sculpture including but not limited to:
 - 1. Presentation: pedestal or other surface on which the sculpture rests.
 - 2. Lighting
 - 3. Landscaping including any necessary grading.
 - 4. Any necessary engineering.
- C. Transportation and installation of the artwork.
- D. Photography
- E. art consultant's fee
- 1. 6-3/4% state soles tax for Los Angeles County.

S. Peryment Suneduke:

- A. \$ 500.00 Due we apirince evensu's design and paquette.
- B., \$17,003.54 Due after the design and maquette are approved by the City and ansore the Artist proceeds to making the full-scale molds.
- C. \$17,623.34 Due after the completion of the molds and their approval by the consultant, the client and the City, and before the artist proceeds with the casting of the molds.
- D. \$17,623.34 Due after completion of the sculpture and it's approval by the consultant, the client and the City and upon the sculpture's installation.

\$53.370.00 TOTAL

LETTER OF AGREEMENT/Hathaway Industrial Park II/3-7-90/p.4

6. Guarantee of labor and materials:

The artist and the consultant guarantees the sculpture from defects in materials and workmanship for a period of one (1) year from the date of installation. The artist and consultant shall in no way be responsible for any damage done to the sculpture by outside parties beyond the artist's and consultant's control. If for any reason the sculpture becomes damaged at any time following the installation, the client agrees to notify the consultant and the artist and allow the artist the opportunity to repair the sculpture (or supervise such a repair) to the satisfaction of the artist, the consultant and the client at the sole expansion the client.

ACCEPTED AND AGREED	day of, is a.
James Lodge & Assublates	James h. Lodge, blavors
ACCEPTED AND AGREED	Section 1997 of the section of the s
Hathaway Industrial Park	E. E. L.

APPLICATION

Location/Address of Development Hathaway Drive &Florence Avenue
Project Name Hathaway Inustrial Park II
Developer Vincent B. Ruh Company Phone 714/739-2010
Address 1 Centerpointe Drive St. 210 La Palma, CA 90623
Property Owner Same Work Phone
Address
Developer will provide: X Piece of Title of Art Sculpture "The Orange Pickers" In-Lieu Contribution
Artist Richard Ellis
Address c/o James Lodge & Assoc. 2915 Redhill Ave. St A-106
City
Media Cold cast bronze stone
Approximate Weight _500 lbs. Dimensions 9'Hx 12Wx 12'D
Approximate Cost to Install \$5,000.00
Artist's Selling Price \$45,000.00
Description of Art Piece Set in a circular base with an orange tree
3 orange workers are measuring packing and crating oranges.
orange worners are measuring proming.
Location of Identification Plaque Embedded in groundoff base
Description of Sculptural Foundation or Base Cast-Stone, in ground
sculpted as part of entire artwork.
Date of Installation (a specific day)
Location (be specific) as shown on approved building plans
on green burm, west side of Hathaway Drive, just south of museum walk
Distance Between Public Street and Art Piece 6 feet from sidewalk
Landscape Description No new landscaping is planned except for
the removal of any obtrusive existing foliage.
Lighting Description One (1) light centered inground before sculpture illuminating upward. One (1) light mounted behind on building off-center
illuminating behind and downward on the top of the sculpture. Dedication/Unveiling Plans
none planned
For City Use Only
Development Valuation \$ Minimum Art Allocation \$
Date Submitted City Staff Person Accepting Application

APPLICATION: SUPPLEMENTAL REQUIREMENTS

Please include the following with your application:

get plans from ruch and autost will mark where the A. pein is weeted. Approved landscape and site plans

- Sample or model of the art piece and/or drawings or photographs.
- Material samples and finishes (if appropriate)
- Artist resume including artist's record of group and solo exhibitions, art training, art education, records of artist's work in private and public collections, printed critiques or articles on any past work.

- Artist/Developer contract to include maintenance provisions which stipulate the length of time the artist will be responsible for any necessary repairs.
- Slides and/or photos of the artist's past work which demonstrates like work to proposal, accompanied by the price for which these works were sold. (Verification of past selling prices of similar work should also be included.
- Maintenance provisions and requirements.

H. Slides of the site (s)



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

"A great place to live, work, and play"

November 21, 2017

Hathaway Industrial Park II 4435 Eastgate Mall #300 San Diego, CA 92121

Re: Heritage Artwork in Public Places artwork known as "Orange Harvest" located at 10631 Hathaway Drive, Santa Fe Springs, CA 90670

Dear Ms. Karley Megrew:

The City of Santa Fe Springs ("City") takes great pride in its public art. We appreciate your contribution to the Heritage Arts in Public Places Program (HAPP) with your contribution to the City's public art known as the "Orange Harvest". The intent of the HAPP program is to provide a collection of nationally recognized permanent and temporary artwork throughout the City to be of public benefit. The program is designed to expand the opportunities for residents and visitors to experience artistic, historic, and cultural aspects of Santa Fe Springs such as featuring but is not limited to the historic periods of Native American, Spanish Mexican, turn of the century ranching, and industrial modernization.

As part of the Heritage Art in Public Places Program, the Heritage Arts Advisory Committee ("HAAC") inspects existing public art and makes recommendations regarding any needed maintenance or repairs. The HAAC recently conducted an inspection of all HAPP artwork. With this inspection of artwork on both City and private properties, we have found that many art pieces are in need of maintenance and/or restoration. Sadly, your public piece of art titled "Orange Harvest", has been deemed unrepairable. The piece is made of reinforced fiberglass; the sun combined with rain and other weather elements have caused severe damage and discoloration. It has also caused hydrolysis of Fiberglass which has produced a dull and chalky surface of the entire piece (see attached photos). Various areas of the art piece have completely deteriorated and visible metal reinforcements show major corrosion. On the back side of the art piece, visible signs of mold are present associating water presence inside the piece. Larger breaks are visible in the head and leg of one figure and 2 rungs of the ladder are completely missing.

Given the current condition of the art piece, the HAAC is recommending this piece be deaccessioned; meaning that the Orange Harvest art piece should be removed. Under Santa Fe Springs Municipal Code Section 38.40 through 38.48 ("Heritage Artwork Ordinance"), owners of publicart pieces are responsible for any maintenance, repair and/or deaccession. As a result, we are seeking your compliance with the City's code requirements by deaccessioning the "Orange Harvest".

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem

City Council
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora

City Manager Thaddeus McCormack We would like to further discuss this matter with you. Please contact me at (562) 692-0261 ext. 3211 no later than January 2, 2018. It is important we discuss this art piece, as it has become a hazard to our residents and patrons. I look forward to connecting with you soon.

Sincerely,

Edmund Ramirez,

Executive Secretary, Heritage Arts Advisory Committee Family & Human Services Manager, City of Santa Fe Springs Felipe Luis Garcia 11963 Ramona Ave. #8 Hawthorne, CA 90250 562-639-7673

Date: August 4, 2006

FILE COPY

Bill to: City of Santa Fe Springs Public Art Department

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Repair of "The Orange Harvest Sculpture" Labor/Materials \$ 300.00

(\$150.00 due at start of project for material costs)

APPROVED BY: Margares

ACCOUNT# _6350-4400

DATE: 8/8/06

SCULPTURE CONSERVATION STUDIO 1144 S. STANLEY AVE. LOS ANGELES, CA 90019 213.935.7266 FAX 938.1197

EXAMINATION REPORT/TREATMENT PROPOSAL

Reference number:

3089

March 11, 1998

Client information:

City of Santa Fe Springs

Client work phone: FAX (562) 946-8593

Heritage Park 12100 Mora Drive

Client home phone: (562) 946-6476

Santa Fe Springs California 90670

Object information:

"Orange Pickers" by Richard Ellis

Dated: November 8, 1991

Location: Hathaway Drive and Florence Avenue

approximately: 8' x 7' x 6' **Examination** report:

The sculpture is located outdoors on a grassy slope between a building and the road. The sculpture is situated on a concrete footing. There is a small tree approximately 20' from the sculpture. The lawn in well watered by sprinklers. The sculpture is hollow and fabricated in cast fiberglass and resin. The resin is toned to a muted red/orange. The sculpture is a naturalistically rendered depiction of a fruit tree with two male figures picking fruit from the tree. One of the figures is located midway up a ladder. The other figure is on the opposite side of the tree standing at ground level. The sculpture appears to be structurally sound. However, there are many areas where there are openings through the casting. The ladder element is split and cracked in several areas. The steel reinforcement is exposed in some places on the ladder. There are ferrous stains on some surfaces indicating that water is penetrating into the resin and flowing onto the steel reinforcement causing corrosion of the steel. There is green moss/algae growing on some of the lower surfaces. It would appear that the sculpture is routinely watered when the sprinklers come on to water the grass.

Proposed treatment:

- 1. Photographically document the treatment with 35mm color slide film before and after treatment.
- 2. Rinse the surface with distilled water to remove dust and any loose debris.
- 3. Remove moss and algae with distilled water and mechanically.
- 4. Remove any loose and cracked pieces on the ladder element.
- 5. Remove corrosion from the steel reinforcement with a wire brush and organic solvents.
- 6. Degrease the metal surfaces with toluene followed by acetone.
- 7. Coat the metal surfaces with epoxy.
- 8. Re-adhere the resin fragments with a suitable epoxy resin.
- 9. Fill any losses and holes with fiberglass cloth and resin toned to blend with the surrounding surface area.
- 10. Develop routine maintenance procedures.
- 11. Train available staff to perform routine maintenance.
- 12. Consult with building maintenance to re-direct sprinklers from the sculpture.

Estimated value:

Insured by:

Cost estimates:

Anticipated Completion Date:

N/A

Transportation

Treatment

Insurance

\$1,920.00 - \$2,400.00

Deposit

FOR TERMS AND CONDITIONS SEE ATTACHED FORM

It is understood and agreed between the parties to this agreement that the treatment may be halted or modified should new problems arise. After consultation with the owner or Authorized Agent, new estimate may be given if the problems are more difficult and the treatment more time-consuming than apparent at first.

Authorization is hereby given to The Sculpture Conservation Studio to treat the above described object(s) as proposed herein. It is understood that there is always a risk that treatment may impair the value or cause damage to the object(s), and that all treatment will be done for the account and at the risk of the Owner without liability to The Sculpture Conservation Studio for negligence or otherwise.

Unless the Owner's insurance policy provides the standard "all risks perils," and the Owner's insurance company sends this studio a waiver of subrogation, all works must be insured under the conservator's insurance policy at a rate of ten cents per month per one hundred dollars of declared value. The Sculpture Conservation Studio expresses no opinion as to the actual value or authenticity of the above described object(s).

If any action, at law or in equity, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

This agreement is entered into at Los Angeles, California, the day and year first written below.

| 3/13/98 | Date | Date

MEMORANDUM TO THE HONORABLE CITY COUNCIL

COUNCIL MEETING - OCTOBER 25, 1990

NEW BUSINESS

Approval of Application for Proposed Artwork for Vincent Ruh Company on Hathaway Dr.

After review of the Vincent Ruh Company's application, the Heritage Artwork in Public Places Committee recommends to the City Council that the proposed artwork be approved.

The sculpture, entitled "The Orange Pickers," would be a cast stone work by Los Angeles artist, Richard Ellis. The art's historical theme would be "Turn-of-the-Century Ranching." This work commemorates the City's citrus industry, and is based on a photographic image in the Heritage Park Carriage Barn. Although the ordinance required the developer to commission a \$50,000 piece of art, an additional \$5,000 has been donated by Mrs. Nadine Hathaway in order to increase the scale of the artwork to life size.

The artist, Richard Ellis, is best known for his work with Home Savings of America. A short slide presentation will be made by Margaret Hammon, Cultural Services Supervisor. The Heritage Artwork Committee will be present to answer any question. The artist's resume is attached.

RECOMMENDATION

That the City Council approve the Heritage Artwork in Public Places application submitted by the Vincent Ruh Company.

Donald R. Powell City Manager

attachment

MEMORANDUM TO THE HONORABLE CITY COUNCIL

COUNCIL MEETING - OCTOBER 25, 1990

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The artist, Richard Ellis, is best known for his work with Home Savings of America. If the Council wishes, a short slide presentation will be made by Margaret Hammon, Cultural Services Supervisor. The Heritage Artwork Committee will be present to answer any question. The artist's resume is attached.

RECOMMENDATION

That the City Council approve the Heritage Artwork in Public Places application submitted by the Vincent Ruh Company.

Donald R. Powell City Manager

attachment

Joyce W. Ryan

From:

Margaret Hammon hammonmargaret@gmail.com

Sent:

Tuesday, October 15, 2019 11:01 AM

To:

Joyce W. Ryan

Subject:

FW: The Orange Harvest Artwork

Sent from Mail for Windows 10

From: Margaret Hammon

Sent: Tuesday, October 15, 2019 10:35 AM

To: Joyce Ryan

Subject: The Orange Harvest Artwork

The artwork the entitled "Orange Harvest" was one of the earliest pieces (1991) installed in the city under the requirements of the Heritage Arts in Public Places. Located at 10631 Hathaway Drive, the land where it sits was once a thriving orange grove owned by the Hathaway Family. This family still owns the property and the sculpture itself. The idea of creating a life size orange tree and three workers was a significant undertaking. Artist Richard Ellis was selected to create the work.

This artwork was constructed out of fiber glass or what was called "cast stone" at the time. The decision to use this material was a poor one. Within a year after its dedication the artwork started to show signs of structural damage. Conservationists were brought in to repair the artwork at least seven times but it continued to show damage. The current condition of the artwork is very poor and called has identified as "structurally unstable". The worst damage is on the worker's ladder which has deteriorated so much that the viewer can see the corroded support rods. The artwork has many hairline cracks, bird droppings and paint splatters.

Because the artwork is impossible to repair and is a safety hazard I recommend that it be removed from the collection under the policies adopted by the Heritage Artworks in Public Places. The artist, Richard Ellis and the property owner, Francine Rippy of the Hathaway Ranch Museum have been notified and given a chance to respond to plans to deaccession the artwork. To date there are no plans to keep attempting to slow the rapid deterioration of the "Orange Harvest". The art committee is in agreement that the artwork be removed from its site on Hathaway Drive.

Sent from Mail for Windows 10

The Orange Harvest

Photographs Documenting Damage to Art Work

















CITY OF SANTA FE SPRINGS

Heritage Artwork in Public Places

V. DEACCESSIONING WORK OF ART POLICY

Guidelines for Review and Disposition of Art

POLICY

Deaccessioning is a procedure for the withdrawal of an artwork from a public collection.

Deaccessioning shall be considered only after ten years have elapsed from the date of installation of permanent works, except in the case of portable works or under special circumstances (e.g., the piece has been damaged beyond repair.)

Deaccessioning shall be considered only after a careful and impartial evaluation of the artwork by the Heritage Arts Advisory Committee (HAAC) within the context of the artwork collection of the City of Santa Fe Springs in its entirety. At the beginning of the deaccessioning process, the City Manager or designee (City Staff) shall make all reasonable efforts to notify any living artist, or the estate of any deceased artist, whose work is being considered for deaccessioning.

ELIGIBLE ARTWORK

All artworks owned by the City of Santa Fe Springs, whether acquired through the Heritage Artwork in Public Places Program, donations, or any other methods are eligible for deaccessioning. In the case of donated artworks, all legal documents relating to the donation shall be consulted prior to beginning the deaccessioning process.

DEACCESSIONING PROCEDURE

As part of the ongoing evaluation of the collection, the HAAC shall review the collection when deemed appropriate or upon the request. HAAC members and City Staff shall be responsible for recommending artworks for consideration for deaccessioning. The Deaccessioning Subcommittee reserves the option of hiring an outside consultant.

CRITERIA FOR DEACCESSIONING

City Staff may consider the deaccessioning of artwork placed on City property upon the existence of one or more of the following conditions:

1. The condition or security of the artwork cannot be ably guaranteed.

- 2. The artwork requires excessive maintenance or has faults of design or workmanship and repair or remedy is impractical or unfeasible.
- 3. The artwork has been damaged and repair is impractical or unfeasible.
- 4. The artwork endangers public safety.
- 5. No suitable site is available, or significant changes in the use of character or design of the site have occurred, which affect the integrity of the artwork.
- 6. Significant adverse public reaction over an extended period of time.
- 7. The quality of the artwork is called into question.
- 8. If the artwork is located on private property and the developer of the property wishes to remove on-site artwork.
- 9. Written request from the artist has been received; and/or
- 10. The HAAC wishes to replace the artwork with a more appropriate work by the same artist.

SEQUENCE OF ACTION

- 1. City Staff shall prepare a report to the HAAC that includes the following:
 - a. Review of the artist's contract and other agreements that may pertain.
 - b. The opinion of the City Attorney's Office on any restrictions which may apply to this specific work.
 - c. Discussion with the artist, if available, of the circumstances prompting the review. In the event of death or incapacitation of the artist, best efforts should be made to consult and/or notify the executor of the artist's estate.
 - d. If the artwork is located on private property, discussion with the developer of the circumstances prompting the review.
 - e. Gathering of opinions of more than one independent professional qualified to recommend on the concern prompting review (conservators, engineers, architects, critics, art historians, safety experts, etc.).
 - f. Review of written correspondence, press, and other evidence of public debate, if applicable.
- 2. The HAAC shall review the report and determine if the artwork meets one of the above criteria.
- 3. Upon confirmation that the artwork meets one of the above criteria, the HAAC shall consider the following actions.
 - a. Relocation of Public Display

If the artwork was designed for a specific site, best efforts should be made to relocate it to a new site consistent with the artist's intention. As a courtesy, the artist(s) should be consulted in this determination. In the event of death or incapacitation of the artist, best efforts should be made to consult and/or notify the executor of the artist's estate as to the proposed disposition of the artwork in question.

b. Sale, Exchange, Extended Loan, or Gift

Three independent professional appraisals of the fair market value of the artwork shall be secured on which to base decisions. Sale shall be in compliance with State and Local laws and policies governing sale of personal property.

- i. Artist or estate of the artist shall be given first option to purchase or exchange the artwork.
- ii. Sale may be through auction, gallery resale, or direct bidding by individuals in compliance with State/Local law and policies governing surplus property.
- iii. Exchange may be through artist, gallery, museum, or other institution for one or more artworks of comparable value by the same artist.
- iv. No artworks shall be sold or traded to members of the HAAC or City Staff.
- v. Proceeds from the sale of the artwork shall be deposited into the Heritage Artwork in Public Places Fund to be used for future public art projects. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored.
- c. Destruction of artwork deteriorated or damaged beyond repair and deemed to be of negligible value.
- 4. If the artwork is located on private property, the developer of that property is responsible to finance the disposition of the artwork, as determined by the HAAC. The developer is required to replace the artwork with an artwork of equal value to the acquisition value or current value as determined by an independent art appraiser, whichever is greater. The replacement artwork is subject to the same artwork selection process as the original artwork
- 5. If the HAAC is unable to dispose of the artwork in a manner outlined above, the HAAC shall make a recommendation to the City Council for its disposition,

which may include donating the artwork to a non-profit organization or institution or otherwise disposed of as the HAAC sees fit.

PRIVATE PROPERTY

- 1. For HAPP artwork in private development, recommendations for initiating maintenance activities will be provided to private property owners by the City Manager or designee.
- 2. Funding maintenance and conservation of HAPP artwork in private development is the responsibility of the private property owner.
- 3. In the instance when HAPP artwork in a private development is not being maintained or conserved by the private property owner, the City Manager or designee will initiate the following:
 - a. Contact the private property owner to discuss the maintenance needs of the artwork and determine a mutually-agreed upon deadline for maintenance to be performed.
 - b. If the deadline is not met, the property owner is obligated to contract with the City Manager or designee to facilitate the requisite maintenance and conservation. Fees to be paid by the private property owner include administrative oversight by the City Manager or designee and the costs of materials and labor of the project artist and/or a professional art conservator.
- 4. In the event that the private property owner is non-responsive, the City shall have the right to initiate deaccession of the artwork should it meet criteria as stated in the Policy for Deaccessioning Works of Art.

City of Santa Fe Springs

City Council Meeting

January 23, 2020

NEW BUSINESS

Repair of Band Wheel Art Piece

RECOMMENDATION

Authorize payment to Silverlake Conservation, LLC. in the amount of \$5,700 from the Art in Public Places Program Fund for the repair and restoration of the Band Wheel located in the Sculpture Garden.

BACKGROUND

The Heritage Arts Advisory Committee (HAAC), in consultation with experts in the field, are working collectively to facilitate maintenance and conservation of public art in the City of Santa Fe Springs resulting from the Heritage Arts in Public Places (HAPP) Program. Routine maintenance must be performed by qualified, trained personnel and if extraordinary maintenance is required, the artist or a qualified conservator must be retained to repair the artwork.

In April 2019, the City entered into a Professional Services agreement with Margaret Hammon for the purpose of restoring/conserving specific art pieces in the City that are part of the Heritage Arts in Public Places program. One of the pieces that Margaret Hammon has been tasked with restoring is the Band Wheel located within the Sculpture Garden at the corner of Telegraph Rd. and Norwalk Blvd.

The Band Wheel is in fair structural condition; however, the wood is infested with drywood termites and sections of the wheel are badly damaged. If left untreated, the wheel will develop structural issues.

Ms. Hammon has received a treatment proposal from Silverlake Conservation, LLC to stabilize the wheel by eradicating termites and consolidating the damaged wood to help retain its structural integrity. The cost for this treatment is \$5,700. This treatment is only for the damaged wood; the cost also includes a report detailing further maintenance recommendations. In addition, Ms. Hammon is currently working on getting pricing for the restoration of the canvas wrap and tile issues.

At the November 19, 2019 Heritage Arts Advisory Committee (HAAC) meeting, the HAAC approved and recommended that they enter into an agreement with Silverlake Conservation, LLC. to fund the conservation cost of \$5,700 from the Art in Public Places Program Fund.

The Mayor may call on Joyce Ryan, Executive Secretary for the Heritage Arts Advisory Committee, to answer any questions the Council may have regarding this project.

Report Submitted By:

Joyce Ryan/Maricela Balderas Date of Report: January 16, 2020 Department of Community Services

FISCAL IMPACT

This project will be funded through the Heritage Arts in Public Places Program fund. There will be no impact to the General Fund.

Raymond R. Cruz City Manager

Attachment:

1. Silverlake Conservation, LLC Treatment Proposal: Wood Wheel

Treatment Proposal: Wood Wheel

Client:

City of Santa Fe Springs

Project:

Heritage Park Oil Derrick Wheel

Materials:

Wood

Date of Report:

September 26, 2019

Description:

The object is a large wooden wheel approximately 12 feet in height that was part of an oil derrick. The outside of the wheel is wrapped with a canvas-type material.

Condition Before Treatment:

The sculpture appears to be in fair structural condition. The wood has been infested with drywood termites. Sections of the wheel are friable and badly damaged. Left untreated, the wheel will eventually develop structural issues. The fabric that wraps around the wheel is failing.

Treatment Summary:

The objective of this treatment is to stabilize the wheel by eradicating the termites and then consolidating the damaged wood to help retain its structural integrity. The treatment will not change the physical appearance of the wheel. At this time, we do not think it is necessary to replace any of the damaged wood.

Treatment Proposal:

- 1. Before and after treatment photos will be taken using digital images.
- 2. The wheel will be tented and treated for termites using sulfuryl flouride. This will be carried out by a professional exterminator under the supervision of Silverlake Conservation.
- 3. The damaged wood will be strengthened using an appropriate consolidant to retain the structural integrity of the wheel. This will likely be accomplished by applying the consolidant by brush.
- 4. A report detailing the methods and materials will be written. Further maintenance recommendations will be included in the report.

Cost Estimate:

Labor: Conservator: 2 days @ \$1080/day	\$,2160
Conservation Technician: 3 days @ \$640/day	1,920
Exterminator	1,400
Materials:	100
Mileage: 40 miles round trip x 3 days x \$0.58/mile	_120
Total:	\$5,700

City Council Meeting

January 23, 2020

NEW BUSINESS

Resolution No. 9658 – Grant Funds for Various Santa Fe Springs Park Improvement Projects (FY 2019/20).

RECOMMENDATION

- Adopt Resolution No. 9658 approving the various Santa Fe Springs park improvement projects to be funded by issuing body 57th Assembly District Member Ian Calderon;
- Authorize the Mayor to execute all documents necessary with the California Natural Resources Agency in order to process the collection of grant funding related to various park improvement projects for FY 2019/20; and
- Authorize the City Engineer to advertise for construction bids for various park improvement projects.

BACKGROUND

District Member of the 57th Assembly District, Ian Calderon pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. The grant from the California Natural Resources Agency requires a resolution approving the application for grant funds and additional project documents.

To receive the park improvement funds, public agencies must abide by the procedural guide for California Natural Resources Agency general fund specified grant projects and execute all documents to process the collection of grant funding. As outlined in the statute, the various park improvement projects must be approved by Resolution of the City Council held at a regular public meeting. The resolution must contain the location of each proposed project, a description of each proposed project, and an estimated budget for each improvement. Staff recommends that the City Council adopt Resolution No. 9658 and authorizes the Mayor to execute all documents necessary to process the grant funding.

The City has identified park projects that qualify for the grant. At a future City Council meetings, Staff will request the approval of Plans and Specifications for each project.

FISCAL IMPACT

The total estimated cost for the various park improvement projects is \$2,520,000.00. The project locations, project descriptions and funding allocations for the various projects are as follows:

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 15, 2020

	NOT SELECT	
<u>Los Nietos Park</u>		4= 000
a. Reconstruct horseshoe pit area	\$	15,000
b. Paint gym building (interior)	\$	15,000
c. Parking lot improvement (expand parking lot)	\$	300,000
Santa Fe Springs Park		
d. Paint recreation building (interior)	\$	10,000
e. Paint recreation building (exterior)	\$	15,000
f. Furnish and install new cabinets in recreation building	\$	4,000
g. Paint formal picnic shelter shade cover	\$	16,400
h. Reconstruct horseshoe pit area	\$	12,000
i. Construct extension to north parking lot	\$ \$ \$ \$ \$ \$	475,000
1. Construct extension to north parking for	Ψ.	0,000
Heritage Park		
	\$	325,000
	\$	45,000
k. Paint train engine, caboose, and box car	Φ	80,000
I. Refurbish box car	φ	80,000
Little Lake Park	Φ	10,000
m. Paint recreation building (interior)	\$	10,000
n. Paint recreation building (exterior)	\$	15,000
 Remove existing and furnish and install new bus bench 	\$	20,200
p. Reconstruct horseshoe pit area	\$ \$ \$ \$	12,000
g. Reconstruct north parking lot	\$	550,000
r. Reconstruct south parking lot	\$	550,000
Grant administration (2%)	\$	50,400
Total	\$	2,520,000

INFRASTRUCTURE IMPACT

The various park improvement projects will improve the structural condition and reduce maintenance costs for existing parking lots at Los Nietos Park, Santa Fe Springs Park, and Little Lake Park. Also, the park improvement projects will improve the aesthetic look of the interior and exterior infrastructures at Los Nietos Park, Santa Fe Springs Park, Heritage Park, and Little Lake Park.

> Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Resolution No. 9658 Attachment No. 2: Application Package

VIII. AUTHORIZING RESOLUTION

APPROVED: ITEM NO.:

RESOLUTION NO. 9658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CITY OF SANTA FE SPRINGS VARIOUS PARK IMPROVEMENTS PROJECT

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

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the state; and

WHEREAS, the Grantee will enter into an agreement with the State of California for subject projects:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs.

- Approves the acceptance of general fund allocation for local assistance for the above project(s); and
- Certifies that said agency understands the assurances and certification in the Project Information Form; and
- 3. Certifies that said agency will have sufficient funds to operate and maintain the project(s) or will enter into an agreement with another entity to perform said operation and maintenance; and
- 4. Certifies that said agency has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and
- 5. Appoints the City Engineer as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned projects.

APPROVED and ADOPTED this 23rd day of January, 2020.

	William K. Rounds, Mayor
ATTEST:	
Janet Martinez, CMC, City Clerk	

VI. PROJECT INFORMATION FORM

	Estimated Date	e of Completion: 12-1-2020)
Project Name		22 -22 222 22	
City of Santa Fe Springs	Grant Amount	Requested: 4	,520,000.00
Park Improvements		al Project Cost: \$ <u>\$2</u> Id other funds and In-Kind donations)	,020,000.00
	Country		Nearest City/Town
Grantee Name (with mailing address)	County]	Los Angeles	Santa Fe Springs
Check one: City of Santa Fe Springs Non-Profit 11710 Telegraph Road Santa Fe Springs, CA 90670 Check one: Non-Profit X	Project Addres	ss (or nearest cross street) Dr., Santa Fe Springs 11143 Charlesworth R	dd., Santa Fe Springs Santa Fe Springs
	Senate Dist. Distric	Assembly Dist. ct 32 District 57	US Congressional Dist. 38th Congressional District
Grantee's Representative Authorized in Resolution	(Signature r	required at bottom of this page)	
Name: Noe Negrete	Title: Direc	ctor of Public Works	
Phone: 562-868-0511 Ext 7611	Email Address:	noenegrete@santafespring	gs.org
Project Manager - Person with day to day responsibility for projec	t (if different fro	om authorized representative)	
Name: Robert Garcia	Title: CIP N	Manager	
Phone: 562-868-0511 Ext 7545	Email Address:	robertgarcia@santafesprings.	
Brief Description of Project		Latitude	Longitude
(Summarize major activities to be funded by this Grant)		33.9472° N	118.0853° W
Building interior and exterior painting		CEQA/Environmental Require	ments
Parking lot pavement improvements		X Exempt from CEQA, pursuant	to CEQA Guideline #
Horseshoe pit reconstructions			
Pond improvements		(Attach Notice of Exemption)	and has a subtle A and
Site Control/Land Tenure (Check the box that applies)		CEQA Approval received from Attach lead agency's resolutio along with the Notice of Detern or Mitigated Negative Declaral Clearinghouse and County Cle	n approving the project, mination, Negative Declaration, tion, stamped by State
X The grantee owns the property			
The grantee leases the property Term end date:		CEQA is not complete, but a c	completed Draft Initial Study
The grantee owns an easement on the property		with Checklist is provided.	roject under Code Section:
The grantee has an MOU with the property owner		CEQA does not apply to this p	noject under Gode Geottoff.
I certify that the information contained in this project application, in	ncluding required	l attachments, is complete and accurat	te.
7 -7			
Signed: Grantee's Authorized Representative as show	n in Resolution		Date
/		of Dublic Works	Designee? Y (N) If yes, attach letter of designation from
Print Name: NOE NECRETE JR. Print Tit	le: Director of	of Public Works	authorized representative.



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DEPARTMENT OF PUBLIC WORKS

Project Summary

The Santa Fe Springs park improvement projects consists of several improvements to be made at Heritage Park, Little Lake Park, Los Nietos Park, and Santa Fe Spring Park. The project summaries for each location are as follows:

Heritage Park – 12100 Mora Dr., Santa Fe Springs, CA 90670

- Reconstruct the liner to the Native American Pond
- Repaint the railroad locomotive engine, caboose, and box car
- Refurbish the box car

Little Lake Park - 10900 Pioneer Blvd., Santa Fe Springs, CA 90670

- Repaint the interior and exterior of the recreation building
- Remove the existing bus bench and install a new bus bench
- Reconstruct the horseshoe pit area
- Reconstruct the north parking lot
- Reconstruct the south parking lot

Los Nietos Park – 11143 Charlesworth Road., Santa Fe Springs, CA 90670

- Reconstruct the horseshoe pit area
- Repaint the gym building interior
- Reconstruct the parking lot and expand the existing parking lot

Santa Fe Springs Park - 10068 Cedardale Drive, Santa Fe Springs, CA 90670

- Repaint the recreation building interior and exterior
- Furnish and install new cabinets in the recreation building
- Repaint the picnic shelter shade cover
- Reconstruct the horseshoe pit area
- Reconstruct the parking lot and expand the existing parking lot

RAYMOND R. CRUZ

COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS ≣.

All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

		Conoral	Other Funding	
Project Elements (SAMPLE ONLY)	Project Costs	Fund Grant	(if applicable)	Funding (if applicable)
NON-CONSTRUCTION COSTS				
Direct Project Management &				
Administration				
Staff Time (direct costs only)				
Incidental Charges		Ineligible		
Consultants				
Subtotal – Direct Management				
Planning, Design & Permitting				
Staff Time (direct costs only)				
Consultants	\$330,000.00			
Permit Costs				
Subtotal - Planning, Design & Permitting				
CEQA Compliance (if applicable)				
Staff Time (direct costs only)				
Consultants				
Subtotal – CEQA				
SUB-TOTAL Non-Construction Costs	\$330,000.00			
ρĺ	61 000 600 00			
Component X (Specify) CONSTRUCTION	\$240.000.00			
Component Z (Specify)				
SUB- TOTAL Construction Costs	\$2,139,600.00			
Contingency	\$50,400.00			
PRO IFCT GRAND TOTAL	\$2,520,000.00			

Category listing should be detailed and customized to fit the project. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The General Fund Grant and Other Funding Sources should sum to the Total Project Costs column. LS = Lump Sum

XI. PROJECT PERMIT/APPROVAL STATUS

List is not all inclusive. It is Grantee's responsibility to comply with all applicable permits. Date **Anticipated** Acquired? Required? Applied? Type of Requirement **Permitting Agency** State Agencies: Streambed Alteration Agreement California Department of Permit (Section 1600) Fish and Wildlife California Department of П П Incidental Take Permit Fish and Wildlife **Encroachment Permit** CalTrans Coastal Development Permit Coastal Commission Letter of Consistency **Coastal Commission** Model Water Efficient Landscape Ordinance 401 Water Quality Certification or Regional Water Quality П Waste Discharge Requirement Control Board П State Water Resources Water Rights Permit Control Board General Industrial Storm Water State Water Resources П П Permit **Control Board** Permission to Encroach on Central Valley Flood П П П Waterways within Designated Protection Board Floodways Permit required if using State П П State Lands Commission owned property Cultural Resources-Submission of findings to State Historic State Office of Historic Preservation Officer (National Preservation Historic Preservation Act, Section 106) Federal Agencies Section 7 consultation if federal U.S. Fish and Wildlife nexus (see ACOE), or Section 10 Service (USFWS) Permit Clean Water Act, Section 404 U.S. Army Corps of П Permit, will consult w/USFWS & Engineers (ACOE) NMFS Section 7 Rivers and Harbors Act, Section U.S. Army Corps of П 10 Permit Engineers Rivers and Harbors Act, Section 9 U.S. Coast Guard / U.S. П П Army Corps of Engineers Permit U.S. National Resources П \Box П Consultation Conservation Service Section 7 consultation if federal National Marine Fisheries nexus see ACOE, or Section 10 Service (NMFS) Permit Local and Regional Planning Agencies **Grading Permit** City/County Environmental Health Department City/County Model Water Efficient Landscape П П Ordinance - Landscape City/County Documentation Package San Francisco Bay П Conservation and Any relevant permit **Development Commission** Tahoe Regional Planning Any relevant permit Agency Local Resource Consultation Conservation District Floodway & Hydrological Analysis Flood Control Districts Others (e.g., CalRecycle, State Contractors Board. State Lands Commission): Describe any potential delays due to permitting (indicate specific permits).

^{*}Permitting is non-applicable based on the scope of work of the projects.

APPENDIX H - PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Include any clarifying comments below. Affach additional sheets if necessary

<u>%</u>	below. Attach additional sheets it necessary.	ets it necessary.					f						
				If parcel(s) owned by applicant(s) indicate tyl	If parcel(s) owned by applicant(s), indicate type of	ō	For all parcels, indicate document used to demonstrate ownership	If parcel(s) not owner applicant(s), indicate document verifying long-term permission	(s) no ht(s), i int vel m per	If parcel(s) not owned by applicant(s), indicate document verifying long-term permission to	o o		ed of
				ownership	rship			develop	and -	develop and maintain	T		M&
		Assessor Parcel		əlqmi2 e	sement	ner secribe)	Proof of Ownership (tax	Keement	ase A	tter from vner	her bacribe)		of years Os
2	Owner Name	Number(s)	Acreage	Fe	Ea	∍p)	bill, grant deed, etc.)	ρA	dr en	0		Entity to perform O&M	∌d #
-	City of Santa Fe Springs	8007001902	2.67				LA County Assessor					City of Santa Fe Springs	
2	City of Santa Fe Springs	8009007927	6.19				LA County Assessor					City of Santa Fe Springs	
м	City of Santa Fe Springs	8001015902	9.02				LA County Assessor					City of Santa Fe Springs	
4	City of Santa Fe Springs	8009023900	19.83				LA County Assessor					City of Santa Fe Springs	
5													
9													
7												THE PROPERTY OF THE PROPERTY O	
8													
တ													
9													
CO	Comments:												

Total Number of Acres: 37.71 Total Number of Parcels:



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Notice of Exemption

To: [] Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814

From: City of Santa Fe Springs
Planning Department
11710 E. Telegraph Road
Santa Fe Springs, CA 90670-3658

[X] County Clerk
County of Los Angeles
Environmental Filings
12400 E. Imperial Highway #2011
Norwalk, CA 90650

Project Title: Los Nietos Park Improvement Project

Project Location - Specific: 11143 Charlesworth Road

Project Location - City: Santa Fe Springs Project Location - County: Los Angeles

Description of Project: Reconstruct existing horseshoe pit area; Paint interior of existing gym building; Expand existing parking lot to create another row of parking.

Name of Public Agency Approving Project: City of Santa Fe Springs

Date of Public Agency Approving Project: January 23, 2020

Name of Person or Agency Carrying Out Project: City of Santa Fe Springs

Exempt Status: (check one)

[] Ministerial (Sec. 21080(b)(1); 15268);

[] Declared Emergency (Sec. 21080(b)(3); 15269(a));

[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

[X] Categorical Exemption. State type and section number: <u>Section 15301, Class 1; Section 15302, Class 2; and Section 15311, Class 11.</u>

Reasons why project is exempt: Staff finds that the park improvement project meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). Painting the interior of the existing gym would fall under exemption provided in Sections 15301, Class 1 (Existing Facilities); Reconstruction of the existing horseshoe pit area would fall under exemption provided in Section 15302, Class 2 (Replacement or reconstruction); and the expansion of the existing parking lot to create another row of parking would all under exemption provided in Section 15311, Class 11 (accessory structures). Consequently, no further environmental documents are required.

William K. Rounds, Mayor • John M. Mora, Mayor Pro Tem
City Council
Annette Rodriguez • Juanita Trujillo • Joe Angel Zamora
City Manager
Raymond R. Cruz

Lead Agency Contact Person:	Cuong Ngu Senior Plan		xtension: <u>(562) 868-0511 x 7359</u>
If filed by applicant:			
	en filed by t	he public agency app	roving the project? [X] Yes [] No
Signature: Many	Date:	January 23, 2020	Title: Senior Planner
[X] Signed by Lead Agency		Date received for filin	ng at OPR:
[] Signed by Applicant			

Telephone/Extension: <u>(562)</u> 868-0511 x 7359



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From: City of Santa Fe Springs Planning Department 11710 E. Telegraph Road

Santa Fe Springs, CA 90670-3658

[X]

County Clerk County of Los Angeles **Environmental Filings** 12400 E. Imperial Highway #2011 Norwalk, CA 90650

Project Title: Little Lake Park Improvement Project

Project Location - Specific: 10900 Pioneer Boulevard

Project Location - City: Santa Fe Springs Project Location - County: Los Angeles

Description of Project: Reconstruct existing horseshoe pit area; Paint the interior and exterior of existing recreation building; Construct north and south parking lot; and Demolish cinder block columns and wood bench on existing bus stop and thereafter furnish and install steel bus bench.

Name of Public Agency Approving Project: City of Santa Fe Springs

Date of Public Agency Approving Project: January 23, 2020

Name of Person or Agency Carrying Out Project: City of Santa Fe Springs

Exempt Status: (check one)

[] Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

[X] Categorical Exemption. State type and section number: Section 15301, Class 1; Section 15302, Class 2; and Section 15311, Class 11.

Reasons why project is exempt: Staff finds that the park improvement project meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). Painting the interior and exterior of the existing recreation building would fall under exemption provided in Sections 15301, Class 1 (Existing Facilities); Reconstruction of the existing horseshoe pit area and improvements to existing bus stop would fall under exemption provided in Section 15302, Class 2

William K. Rounds, Mayor • John M. Mora, Mayor Pro Tem City Council Annette Rodriguez • Juanita Trujillo • Joe Angel Zamora City Manager Raymond R. Cruz

(Replacement or reconstruction); and the construction of the north and south parking lot would all under exemption provided in Section 15311, Class 11 (accessory structures). Consequently, no further environmental documents are required.

Lead Agency Contact Person:	Cuong Ngu Senior Plan		Extension: <u>(562)</u> 868-0511 x 7359
If filed by applicant:			
1. Attach certified document of ex 2. Has a Notice of Exemption bee	xemption finen en filed by th	ding. ne public agency ap	proving the project? [X] Yes [] No
Signature: May	Date:	<u>January 23, 2020</u>	Title: Senior Planner
[X] Signed by Lead Agency	1	Date received for fili	ing at OPR:
[] Signed by Applicant			



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Notice of Exemption

Office of Planning and Research r 1 To: 1400 Tenth Street, Room 121 Sacramento, CA 95814

From: City of Santa Fe Springs Planning Department 11710 E. Telegraph Road Santa Fe Springs, CA 90670-3658

County Clerk [X]County of Los Angeles **Environmental Filings** 12400 E. Imperial Highway #2011 Norwalk, CA 90650

Project Title: Heritage Park Improvement Project

Project Location - Specific: 12100 Mora Drive

Project Location - City: Santa Fe Springs Project Location - County: Los Angeles

Description of Project: Make various improvements to the existing native American pond; Paint the existing train engine, caboose, and box car; and Refurbish existing box car.

Name of Public Agency Approving Project: City of Santa Fe Springs

Date of Public Agency Approving Project: January 23, 2020

Name of Person or Agency Carrying Out Project: City of Santa Fe Springs

Exempt Status: (check one)

[] Ministerial (Sec. 21080(b)(1); 15268);

[] Declared Emergency (Sec. 21080(b)(3); 15269(a));

[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

[X] Categorical Exemption. State type and section number: Section 15301, Class 1; and Section 15302, Class 2.

Reasons why project is exempt: Staff finds that the park improvement project meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). Painting the existing train engine, caboose, and box car would fall under exemption provided in Sections 15301, Class 1 (Existing Facilities). The improvement to the existing native American pond and refurbish of the existing box car would fall under exemption provided in Section 15302, Class 2 (Replacement or reconstruction). Consequently, no further environmental documents are required.

> William K. Rounds, Mayor • John M. Mora, Mayor Pro Tem City Council Annette Rodriguez • Juanita Trujillo • Joe Angel Zamora City Manager Raymond R. Cruz

Lead Agency Contact Person:	Cuong Nguy Senior Planr		extension: <u>(562) 868-0511 x 7359</u>
If filed by applicant:			
 Attach certified document of e. Has a Notice of Exemption be 	xemption find en filed by the	ling. e public agency app	roving the project? [X] Yes [] No
Signature: Myungan	Date: <u>J</u>	January 23, 2020	Title: Senior Planner
[X] Signed by Lead Agency		ate received for filir	ng at OPR:
[] Signed by Applicant	···		



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Notice of Exemption

To: []

Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814 From: City of Santa Fe Springs

Planning Department 11710 E. Telegraph Road Santa Fe Springs, CA 90670-3658

[X]

County Clerk County of Los Angeles Environmental Filings 12400 E. Imperial Highway #2011 Norwalk, CA 90650

Project Title: Santa Fe Springs Park Improvement Project

Project Location - Specific: 10068 Cedardale Drive

Project Location - City: Santa Fe Springs Project Location - County: Los Angeles

Description of Project: Reconstruct existing horseshoe pit area; Paint interior and exterior of existing recreation building; Furnish and Install cabinets in existing recreation building; Paint formal picnic shelter shade cover; and Construct north parking lot;

Name of Public Agency Approving Project: City of Santa Fe Springs

Date of Public Agency Approving Project: January 23, 2020

Name of Person or Agency Carrying Out Project: City of Santa Fe Springs

Exempt Status: (check one)

[] Ministerial (Sec. 21080(b)(1); 15268);

[] Declared Emergency (Sec. 21080(b)(3); 15269(a)); [] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

[X] Categorical Exemption. State type and section number: Section 15301, Class 1; and Section

15311, Class 11

Reasons why project is exempt: Staff finds that the park improvement project meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). Painting the interior and exterior of the existing recreation building and the formal picnic shelter shade cover, as well as the furnish and installation of cabinets in existing recreation building would fall under exemption provided in Sections 15301, Class 1 (Existing Facilities); and the construction of the north parking lot

would all under exemption provided in Section 15311, Class 11 (accessory structures). Consequently, no further environmental documents are required.

Lead Agency Contact Person: Cuong Ng Senior Pla	uyen Telephone/Extension: (562) 868-0511 x 7359 inner
If filed by applicant:	
 Attach certified document of exemption fi Has a Notice of Exemption been filed by 	nding. the public agency approving the project?[X] Yes [] No
Signature: Maying Date:	January 23, 2020 Title: Senior Planner
[X] Signed by Lead Agency	Date received for filing at OPR:
[] Signed by Applicant	

Form W-9

(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

ntemal	Revenue Service Go to www.iis.govi orinto to the	at least of the line blank			
	1 Name (as shown on your income tax return). Name is required on this line; do no	or leave fills litte distik.			
	CITY OF SANTA FE SPRINGS 2 Business name/disregarded entity name, if different from above				
	2 Business name/disregarded entity rights, it different from 45545				
age 3.	3 Check appropriate box for federal tax classification of the person whose name tollowing seven boxes.	s entered on line 1. Check only	y one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
s on p	Individual/sole proprietor or C Corporation S Corporation single-member LLC	Partnership T	rust/estate	Exempt payee code (if any)	
ype	Limited liability company. Foter the tax classification (C=C corporation, S=S	corporation, P=Partnership) ►			
Print or type. Specific Instructions on page 3.	Note: Check the appropriate box in the line above for the tax classification on LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax purp is disregarded from the owner should check the appropriate box for the tax of the tax of the country is disregarded.	f the single-member owner. D the owner unless the owner o oses. Otherwise, a single-men classification of its owner.	f the LLC is	Exemption from FATCA reporting code (if any)	
ecif	☐ Other (see Instructions) ➤ MUNICIPA	LITY	netor'e name e	(Applies to accounts maintelned outside the U.S.) nd address (optional)	
Š	5 Address (number, street, and apt. or suite no.) See instructions.	Reque	ster s name a	nu address (opnorta)	
See	11710 TELEGRAPH ROAD				
	6 City, state, and ZIP code				
	SANTA FE SPRINGS, CALIFORNIA 90670 7 List account number(s) here (optional)				
	7 List account number(s) nere (obtional)				
Par	Taxpayer Identification Number (TIN)				
Culou	TIN in the appropriate boy. The TIN provided must match the name	given on line 1 to avoid	Social sec	urity number	
L t	- with balding Ear individuals this is denerally Volle social security flution	BI (0014), 110Movel, 101 d			
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for Pa s, it is your employer identification number (EIN). If you do not have a nur	mber, see How to get a			
TIN. Iz	tter.		Or Employer	Identification number	
Note:	If the account is in more than one name, see the instructions for line 1. A	lso see What Name and	Embioyer		
Numb	er To Give the Requester for guidelines on whose number to enter.		9 5	- 6 0 0 5 8 7 4	
Par					
	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification number	r (or I am walting for a num	ber to be is	sued to me); and	
2. I an	number shown on this form is my correct taxpayer identification number n not subject to backup withholding because: (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	up withholding, or (b) I have to report all interest or divid	e not been n dends, or (c)	otified by the Internal Revenue the IRS has notified me that I am	
3 Ian	a U.S. citizen or other U.S. person (defined below); and				
	TARROLL AND	from FATCA reporting is c	orrect.	I - I	
Certif you ha	4. The FATCA code(s) entered on this form (if any) indicating that varies to the FATCA code(s) entered on this form (if any) indicating that varies the FATCA code(s) entered on this form 2 above if you have been notified by the IRS that you are currently subject to backup withholding because Certification instructions. You must core may be a controlled by the IRS that you are currently subject to backup withholding because Certification in the IRS that you are not good interest pald, you have falled to report all interest and dividence to secure of the instructions for Part II, later. The FATCA code(s) entered on this form (it any) indicating that varies are not considered by the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup withholding because Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to backup with the Certification in the IRS that you are currently subject to the IRS that you are currently subject to the IRS that you are currently subject to the IRS th				
Sign	Signature of Alla Man Alla	Date ▶	17	118/19	
Ge	neral Instructions	• Form 1099-DIV (dividend funds)	ds, including	those from stocks or mutual	
noted	on references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (various proceeds)		ncome, prizes, awards, or gross	
relate	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or r transactions by brokers) Form 1099-S (proceeds 	from real es	tate transactions)	
Pur	pose of Form	 Form 1099-K (merchant 	card and th	ird party network transactions)), 1098-E (student loan interest),	
Inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	1098-T (tuition) • Form 1099-C (canceled		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
identi	fication number (TIN) which may be your social security number and building taxable identification number (ITIN), adoption	• Form 1099-A (acquisition	n or abando	nment of secured property)	
taxpa	yer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other	Use Form W-9 only if you alien), to provide your cor	ou are a U.S rect TIN.	. person (including a resident	
return	int reportable on an information return. Examples of Information as include, but are not limited to, the following.	If you do not return For	m W-9 to the	e requester with a TIN, you might e What is backup withholding,	

2,520,000.00 50,400.00 2,469,600.00

Grant Total \$
Grant Administration @2% \$
Total Available Available After Administration Costs \$

CITY OF SANTA FE SPRINGS - PARK IMPROVEMENTS ESTIMATES - 2019-20 State Budget Approved 7-1-19 Revised 11-27-19

Driority	Location	Description	Revise	Revised Estimate
1101114		Discontinuity of the Control of the	\$	15,000.00
н	Los Nietos Park	A Necolating The International Control of the Contr	\$	
	Deleted Project	1 1	ş	15,000.00
		3 Paint dym building (interior)	٠,	300,000.00
		4 Parking Lot Improvement (Expanoral mile Ecc.)		330 000 00
		באוווימנפת וס		200,000,000
,		1 Daint Recreation Ruilding (Interior)	\$	10,000.00
7	Santa re spinigs rain	2) Paint Recreation Building (Exterior)	\$	15,000.00
		2 Firmish and Install New Cabinets in Recreation Building	\$	4,000.00
	toicka rotto	Dalated Deview A Lumina and Install Naw Air Conditioning Unit in Recreation Building	\$	
	Deleted Floject	5 Paint Formal Picnic Shelter Shade Cover	\$	16,400.00
		5 Paranterint University (1972)	\$	12,000.00
	## C C C C C C C C C C C C C C C C C C	O Investor and Inv	\$	
	Deleted Froject	A Construct Extension to North Parking Lot	₩	475,000.00
		Estimated Total	tal \$	532,400.00
			_	
,		1 Native American Pond Improvements	\$	325,000.00
n	Heritage Park	Albania Project Design Frains Cahoose and Box Car	\$	45,000.00
	New Project	New Project 2 Fam. Charles Box Car	\$	80,000.00
	new Holes	Estimated Total	tal \$	450,000.00
	_		_	
,	1 144 0 1 0 10 10 10 10 10 10 10 10 10 10 10	1 Daint Recreation Building (Interior)	\$	10,000.00
4		2 Paint Recreation Building (Exterior)	\$	15,000.00
		3 Demo Bus Stop Cinder Block Columns and Wood Bus Bench. Furnish and Install Steel Bus Bench	٠	20,200.00
	Project Project	Delated Project 1 Softball/Socret Field Lighting Fields #2 and #3	\$	
		S Reconstruct Horseshop Pit Area	\$	12,000.00
		6 Construct North Parking Lot	Ş	550,000.00
		Occupant South Backing lot	↔	550,000.00
		Estimated Total	tal \$	1,157,200.00
		TC	Total \$	2,469,600.00

X. PROJECT TIMELINE – FURNISH AND INSTALL NEW CABINETS

Activity Description	Timeline
Preliminary work on the project	January 2020 - May 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	May 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

X. PROJECT TIMELINE – PAINT CITY PARK FACILITIES

Activity Description	Timeline
Preliminary work on the project	January 2020 - April 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	April 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

X. PROJECT TIMELINE – PARK PARKING LOT IMPROVEMENTS

Activity Description	Timeline
Preliminary work on the project	January 2020 - May 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	May 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

X. PROJECT TIMELINE – RECONSTRUCT NATIVE AMERICAN POND LINER

Activity Description	Timeline
Preliminary work on the project	January 2020 - April 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	April 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

X. PROJECT TIMELINE – FURNISH NEW CABINETS FOR RECREATION CENTER

Activity Description	Timeline
Preliminary work on the project	January 2020 - March 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	April 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

X. PROJECT TIMELINE – RECONSTRUCT VARIOUS PARK HORSESHOE PITS

Activity Description	Timeline	
Preliminary work on the project	January 2020 - March 2020	
Submit CEQA documents	N/A	
Submit final site design/plans/specifications	April 2020 - June 2020	
Submit evidence of bond acknowledgement sign	August 2020	
Construction period	August 2020 - October 2020	
Submit Project Closeout package with final Payment Request to State	November 2020	

X. PROJECT TIMELINE – REFURBISH LOCOMOTIVE BOX CAR

Activity Description	Timeline
Preliminary work on the project	January 2020 - May 2020
Submit CEQA documents	N/A
Submit final site design/plans/specifications	May 2020 - June 2020
Submit evidence of bond acknowledgement sign	August 2020
Construction period	August 2020 - October 2020
Submit Project Closeout package with final Payment Request to State	November 2020

City Council Meeting

January 23, 2020

NEW BUSINESS

Rivera Road Street Improvements - Award of Contract

RECOMMENDATION

- Accept the bids; and
- Award a contract to R.J. Noble Company of Orange, California, in the amount of \$624,591.00.

BACKGROUND

The Rivera Road Improvements project encompasses the boundaries from Sorensen Avenue to Chetle Avenue. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new 10.5" asphalt concrete pavement on compacted subgrade/base thereon. The proposed paving supports heavy repetitive loads and will increase the pavement service life. 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.

Bids were opened on January 7, 2020 and a total of seven bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals are in compliance with the project specifications. The low bidder for the project was R.J. Noble Company of Orange, California, in the amount of \$624,591.00. The following represents the bids received and the amount of each bid:

Company Name	Bid Amount
1. R.J. Noble Company	\$ 624,591.00
2. Hardy and Harper	\$ 645,000.00
3. Terra Pave Inc.	\$ 664,241.00
4. Sequel Contractors Inc.	\$ 682,433.00
5. All American Asphalt	\$ 729,888.00
6. Excel Paving Company	\$ 756,486.00
7. Sully-Miller Contracting, Co.	\$ 786,031.00

The bid submitted by R.J.Noble Company in the amount of \$624,591.00 is approximately 6.3% below the Engineer's Estimate of \$666,580.00.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J.Noble Company to be responsive and responsible.

LEGAL REVIEW

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

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 15, 2020

FISCAL IMPACT

The Rivera Road Improvements Project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$792,000.

INFRASTRUCTURE IMPACT

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

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

RIVERA ROAD STREET IMPROVEMENTS (Sorensen Avenue to Chetle Avenue)

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 23rd of **January**, 2020, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and R.J. Noble Company as CONTRACTOR in the amount of \$624,591.00.

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

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

- (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.
- (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685 010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
- (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
- (e) For purposes of this article:
- (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
- (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
- (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

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 R.J. NOBLE COMPANY
	Ву:	STEVE MENDOZA, SECRETARY
		ADDRESS
		THE CITY OF SANTA FE SPRINGS
	Ву:	WILLIAM K. ROUNDS, MAYOR
ATTEST:		
JANET MARTINEZ, CITY CLERK		
APPROVED AS TO FORM:		
IVY M. TSAI, CITY ATTORNEY		
(Contractor signature must be notarized wit	th prope	r acknowledgement attached.)

City Council Meeting

January 23, 2020

NEW BUSINESS

Rosecrans/Marquardt Avenue Grade Separation Overpass Project – Approval of Section 190 Funding Agreement

RECOMMENDATION

 Authorize the Mayor to execute the agreement for Section 190 funding in the amount of \$15 million from Caltrans for the Rosecrans/Marquardt Avenue Grade Separation Project.

BACKGROUND

The City Council has previously taken action in support of the proposed Rosecrans/Marquardt Avenue Grade Separation Overpass Project (Overpass Project). The Los Angeles County Metropolitan Transportation Authority (LACMTA) is the lead agency for the Overpass Project.

Section 190 funds will contribute funding to the project and be eligible to cover Construction and Right-of-Way expenditures incurred. LACMTA will pay for project costs and the City will request reimbursement from Caltrans through the City's requisition and reimbursement process and in concurrence with the Agreement.

LEGAL REVIEW

The City Attorney has reviewed the agreement.

FISCAL IMPACT

The \$15 million Section 190 Grade Separation Funds for the Overpass Project is critical to providing funding for the completion of the project with an estimated total cost of \$155 million.

INFRASTRUCTURE IMPACT

The proposed Overpass Project will improve safety by separating pedestrians and vehicles from trains at the railroad crossing. The Project will also enhance mobility, goods movement, and quality of life for the community and Southern California Region.

Raymond R. Cruz City Manager

Attachments:

Exhibit A: Agreement

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 16, 2020

City of Santa Fe Springs Rosecrans Marquardt Grade Separation Grade Separation Project Priority No.3, 2018-19 GS-6132 Agreement No. 75GS6132

I hereby		on my own persor	nal knowledge	that budgeted fund	s are avail	able for this
	An	drew Daniels		Accounting Officer	2018-1	L8 \$5,000,000 L9 \$5,000,000 20 \$5,000,000
Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source
14	2017	2660.102.0042	2017-18	20.30.010.400	21800	SHA
29	2018	2660.102.0042	2018-19	20.30.010.400	21800	SHA
23	2019	2660.102.0042	2019-20	20.30.010.400	21800	SHA

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September 01, 2019, or upon approval by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the City of Santa Fe Springs, a political subdivision of the State of California, hereinafter referred to as "City", whichever is later.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by Decision Establishing Priority List for 2018-2019 Fiscal Year as part of Investigation 17-06-025, established a Priority List of Grade Separation Projects for the Fiscal Year of 2018-19; and

WHEREAS, said Priority List includes a project proposed by City to construct an overpass at the intersection of Rosecrans and Marquardt Avenues to carry the roadway over the tracks of BNSF Railway Company (BNSF) hereinafter referred to as "Project",

as shown on Exhibit "A" Site Map, attached hereto and application was made for an allocation of \$15 million;

WHEREAS, by decision No. XREQ 2017020002, dated March 06, 2017, the Public Utilities Commission authorized City to construct a crossing at separated grade identified as PUC Crossing No. 002-157.80, DOT No. 027656A, whereby Rosecrans/Marquardt Avenues, will pass over the tracks of the BNSF, hereinafter referred to as "Railroad";

WHEREAS, on March 26, 2018, City and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law;

WHEREAS, City has herein certified to State that sufficient City funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be awarded within that time;

WHEREAS, the California Transportation Commission, by Resolution No. M-136, has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission;

WHEREAS, an agreement is to be entered between **City** and State to provide reimbursement to **City** in a sum not to exceed **\$15,000,000**, provided, however, **City** establishes to the satisfaction of State that all sums expended by **City** for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and City agree as follows:

- 1. City hereby certifies it has sufficient City funds available to finance its share of Project cost.
- 2. City, in cooperation with Railroad and Los Angeles County Metropolitan Transportation Authority (Agencies), will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
- 3. The costs attributable to Project are limited to the following:

- (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus travel expenses not to exceed the amounts set forth in the Department's travel guidelines available at https://accounting.onramp.dot.ca.gov/caltrans-travel-guide and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.
- (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense not to exceed the amounts set forth in the Department's travel guidelines available at https://accounting.onramp.dot.ca.gov/caltrans-travel-guide and normal payroll additives.
- (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and inspection, normal payroll additives, laboratory tests, and work by Railroad forces.
- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

- 4. As promptly as possible, and in any event not more than two years after the allocation by the Director of Transportation, City shall award a contract for construction of Project pursuant to the laws governing City in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of City in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of City.
- 5. Within 60 days after award of contract by City and/or Agencies for construction of Project and upon being furnished with a copy of the executed contract and the

plans and specifications, and an itemized statement from City showing expenditures actually and necessarily made by City prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will reimburse City for up to \$15,000,000, or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.

- 6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of California on behalf of City that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of City, State will reimburse City up to the total amount allocated for Project by the State for a portion of the amount of said payments to the contractor, and the amounts expended by City directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost or \$15,000,000 whichever is less.
- 7. Within 60 days after completion of the work and acceptance thereof by City, a detailed statement of the direct cost of Project will be prepared by City and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to City, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a total not to exceed \$15,000,000. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, City will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
- 8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses

for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.

- 9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "B", attached hereto and made part hereof.
- 10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the **City** establishing to the satisfaction of State that all sums expended by **City** for Project, for which **City** requests partial reimbursement from State, are reasonable and are a necessary part of Project.
- 11. Disbursements of State funds to City, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to August 31, 2022, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the City does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.
- 12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, City will reimburse State for such advance funds.
- 13. An original invoice, including supporting documentation and two (2) copies of each invoice summary shall be submitted to State. Invoices should be submitted in accordance with the Local Assistance Procedures Manual found at http://dot.ca.gov/hq/LocalPrograms/lam/lapm.htm.
- 14. All invoices and all written correspondence from City to State shall

reference this Agreement Number (Agreement No.75GS6132) and the name of the street crossing at separated grade (Rosecrans/Marquardt Avenues).

15. All City invoices for payments are to be submitted to the following address:

California Department of Transportation
Division of Rail and Mass Transportation - MS 74
Railroad Crossing Safety Branch
P.O. Box 942874-MS 74
Sacramento, CA 94274-001
Attn: Gary Atwal

Attn: Grade Separation Fund

16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.

This Agreement will expire on August 31, 2022.

Attachments:

Exhibit A - Scope of Work and Site Map

Exhibit B - Project Budget

GRADE SEPARATION FUND Agreement No. **75GS6132**Page 7 of 7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY

Ronald E. Sheppard -Acting Chief
Division of Rail and Mass Transportation

CITY OF SANTA FE SPRINGS

BY
William K. Rounds, Mayor

Attest

APPROVED AS TO FORM

City of Santa Fe Springs

City Council Meeting

January 23, 2020

NEW BUSINESS

Landscape Services: Complete Landscape Care Request for Contract Increase

RECOMMENDATION

 Provide City staff direction on how to proceed with the request from Complete Landscape Care for a 19.3% increase to the existing contract amount and contract renewal for an additional 3-year term.

BACKGROUND

The contract for landscape maintenance services is currently provided by Complete Landscape Care, Inc. (Complete). Complete has continuously provided this service to the City for approximately 38 years. Their current contract will expire on June 30, 2020, and has an option of two, one-year extensions contingent on City approval.

As a result of the minimum wage increase to \$13/hour in the State of California effective January 1, 2020, Complete has submitted a proposal to continue providing landscape maintenance services for the City. I have attached their proposal (Attachment No. 1). In summary, they are requesting a contract extension for 3 years, with two, one-year extension options at the City's discretion. Complete Landscape may have to further reduce their labor force, by one more person if the request for an increase is not approved. More than likely, this will affect the frequency and overall quality of landscape services (i.e., mowing, edging, trimming, and blowing). Missing one person on the four-person crew has started to affect the detailing of the parks, medians, and facilities.

City staff requests that you only consider Option 2, which is to add the one person lost due to the inability of Complete to not cover the last minimum wage increase. The rough increase to the contract over the 3 years is approximately 19.3%.

Below are the City staff options prepared in response to the request:

- 1. Accept the offer to increase the contract by 19.3% and grant a 3-year extension.
- 2. Decline the offer, and go out to bid for the landscape maintenance services.
- 3. Request that staff provide a counter-offer.

Should the request for the 19.3% be denied, City staff requests Council direction on how to proceed with the contract that will expire on June 30, 2020. The contract should either be renewed or staff should be directed to solicit bids for landscape services.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Landscape Services contract, which is currently \$868,008. However, the proposed increase of approximately \$167,525 is not included in the Public Works Operations and Maintenance budget.

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 15, 2020

INFRASTRUCTURE IMPACT

The proposed rate increase to the contract will not affect the landscape services provided. If the rate increase is denied, it may potentially affect the quality of the work if the labor force is further reduced.

Raymond R. Cruz City Manager

Attachment:

Attachment No. 1: Complete Landscape Proposal



November 22, 2019

City of Santa Fe Springs Attn: Noe Negrete Director of Public Works 11710 E. Telegraph Rd. Santa Fe Springs, CA 90670

RE: 2020-2022 Proposed Pricing for Landscape Maintenance Services Contract

Dear Mr. Negrete,

First and foremost I would like to thank you for the increase you gave us on July 1, 2019. It was greatly appreciated!

As you are probably aware on January 1, 2020 and the next 2 years thereafter, we will be impacted each year with a \$1.00 per hour state mandated minimum wage increase. These increases not only impact our direct labor costs but also the costs of doing business (i.e. Fuel, Insurance, equipment costs, etc.)

At this time we are tendering a proposal with pricing for the next 3 years. We are asking you to consider a 3 year contract with 2-1 year extension options.

On the next page there are 2 pricing options. The first option is to keep the man power exactly the same as it is now, which is short 1 man on the parks crew. The increases in this pricing option would cover the \$1.00 minimum wage increases every year for the next 3 years. The second option is to add 1 man back on to the parks crew and also cover the \$1.00 minimum wage increases for the next 3 years. Both options have a 3 year average monthly price which would lock in the same monthly price for either option for three years.

We have proudly serviced the City of Santa Fe Springs for 38 years and hope to continue this relationship for many years to come!

Thanking You in Advance for Your Consideration,

Thomas C. Murray President



\$949,641.96 3 Year Total \$3,027,062.40 \$84,085.07 \$1,009,020.80 \$911,408.40 \$89,028.16 \$1,068,337.92 \$84,090.21 \$1,009,082.52 **NEW ANNUAL** TOTAL \$75,950.70 \$79,136.83 MONTHLY TOTAL NEW KEEP MAN POWER THE SAME AS IT IS NOW. (SHORT 1 MAN FROM THE PARKS CREW) 3 Year Average Price Option INCREASE % 4.19% 6.26% 5.88% N/A Option #1 \$59,440.56 \$59,255.40 \$38,233.56 INCREASE AMOUNT ANNUAL N/A \$4,953.38 \$3,186.13 MONTHLY INCREASE AMOUNT N/A (CURRENT) YEAR 2019 2020 2021

		Option #2	1#2		
	RESTORE	RESTORE 1 MAN BACK TO THE PARKS CREW	TO THE PARK	S CREW	And the second s
YEAR	MONTHLY	ANNUAL	INCREASE %	NEW MONTHLY	NEW ANNUAL TOTAL
	AMOONA	AMCON		LOIAL	
2019	NI/A	N/N	V/2	\$75 950 70	\$911 AD8 AD
(CURRENT)	4/2	- /N	10/20	01.000,010	
2020	\$9,311.20	\$111,734.40	12.26%	\$85,261.90	\$85,261.90 \$1,023,142.80
2021	\$5,359.45	\$64,313.40	6.28%	\$90,621.35	\$90,621.35 \$1,087,456.20
2022	\$5,359.43	\$64,313.16	5.92%	\$95,980.78	\$95,980.78 \$1,151,769.36
				3 Year Total	3 Year Total \$3,262,368.36
		3 Year Aver	3 Year Average Price Option		\$90,621.34 \$1,087,456.12

City of Santa Fe Springs Proposed Pricing 2020-2022 11-22-2019

City Council Meeting

January 23, 2020

NEW BUSINESS

Review of Heritage Arts Advisory Committee Membership and Resolution No. 9657 Relating to Establishment of and Rules for City Advisory Committees

RECOMMENDATION(S)

Provide direction to staff.

BACKGROUND

At its January 9, 2020 regular meeting, the City Council directed staff to bring an agenda item regarding the membership of the Heritage Arts Advisory Committee in light of the consolidation of committees. The City Council also directed staff to bring back the issue of City Council liaisons with respect to Resolution No. 9657 relating to City advisory committees. Additionally, the Mayor has asked for review of the consolidation of certain committees by Resolution No. 9657.

Heritage Arts Advisory Committee Membership

Prior to the consolidation of certain committees, the Heritage Arts Advisory Committee (HAAC) was required to include the following voting members (SFSMC § 38.45):

- (1) A member of the Beautification Advisory Committee.
- (2) A member of the Historical Advisory Committee.
- (3) A member of the Planning Commission.
- (4) A member of the Chamber of Commerce and Industrial League.
- (5) One appointee from each City Council member.

The maximum total voting membership of the HAAC is nine members. The consolidation of the Beautification Committee and Historical Committee results in an undesignated member. Even unspecified, this member would be required to be appointed by the City Council, but the City Council may decide to specify that the member be appointed by the City Council at large, may be a member of another organization, or may direct any other appointment criteria. Staff will prepare a draft ordinance governing HAAC membership in accordance with the City Council's direction, to be placed on the agenda of a future City Council meeting.

Consolidation of Committees and City Council Liaisons

At its last meeting, the City Council sought review of the issue of City Council liaisons to City advisory committees. Additionally, the Mayor asked for review of the consolidation of the Beautification Advisory Committee, Family and Human Services Advisory Committee, and the Historical Advisory Committee into a new Community Services Advisory Committee. Staff will receive any direction provided by the City Council and prepare a revised resolution as needed.

Report Submitted By: Ivy M. Tsai

City Attorney

Date of Report: January 17, 2020

Review of Heritage Arts Advisory Committee Membership and Resolution No. 9657 Relating to Establishment of and Rules for City Advisory Committees

Page 2 of 2

Raymond R. Cruz
City Manager

Attachments:

Resolution No. 9657

Date of Report: January 17, 2020

Report Submitted By: Ivy M. Tsai City Attorney

APPROVED: 12/12/2019

ITEM NO.:10

RESOLUTION NO. 9657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AFFIRMING CERTAIN EXISTING ADVISORY COMMITTEES, ESTABLISHING A NEW COMMUNITY SERVICES ADVISORY COMMITTEE, SETTING RULES FOR ADVISORY COMMITTEES, AND REPEALING PREVIOUS COMMITTEE BY-LAWS

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

SECTION 1. The City Council affirms the establishment of the following advisory committees to the City Council and sets forth the following provisions for each:

CITY OF SANTA FE SPRINGS PARKS & RECREATION ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be:

- To advise the City Council on the types of programs that would best meet the recreational needs of the people of all ages and interests.
- To provide more public participation in policy making as to parks and recreation programs and services, and facility/park operations.
- To evaluate the effectiveness of recreation programs and park facilities.
- To assist in policy formation regarding conservation, nature, open spaces, and cultural development.
- To provide cultural and educational events and activities, both with City facilities and other establishments (e.g., trips, concerts, plays, historical events, art shows).

<u>Membership</u>: This Committee shall be comprised of no more than twenty-five (25) members appointed by the City Council from a cross section of the various segments of the community. Each City Council Member shall have up to five (5) direct appointments. Twenty-two of the members must be residents of the City.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS SENIOR ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to advise, plan, and conduct projects that will foster mutual understanding between the senior population of the City and the City Council in order to improve the well-being of the seniors in the City and the community at large.

APPROVED: 12/12/2019

ITEM NO.:10

<u>Membership</u>: The Committee shall be comprised of no more than twenty five (25) members appointed by the City Council. Members must be 50 years of age or older. Each City Council Member shall have up to five (5) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS SISTER CITY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to plan and conduct projects which will foster mutual understanding and goodwill between the citizenry of the City and the citizenry of any foreign city duly designated by the City Council as a "Sister City" of the City.

<u>Membership</u>: The Committee shall be composed of no more than 25 members appointed by the City Council from a cross section of eligible persons. Each City Council Member shall have up to five (5) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS YOUTH LEADERSHIP COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to foster greater involvement of youth in the community and in municipal government. The Committee shall study problems, activities, and concerns of the youth population, especially as they relate to municipal programs or projects of the City and make recommendations to the City Council as needed.

Membership: The committee shall be comprised of no more than 20 members appointed by the City Council from a cross section of youth residing in or attending school in the City. Each City Council member shall have up to four (4) direct appointments. Committee members must be between the ages of 13 and 18 years of age during their terms. No more than two (2) immediate family members may participate on the Committee during any appointed term.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

SECTION 2. The City Council hereby establishes a Community Services Advisory Committee as follows:

CITY OF SANTA FE SPRINGS COMMUNITY SERVICES ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to advise the City Council in the promotion of beautification and cultural history of the City, and of social services that would benefit the City population. This purpose includes:

(A) Beautification:

APPROVED: 12/12/2019 ITEM NO.:10

To prepare suggestions for policy determination by the City Council concerning

• To recommend programs it deems advisable for recognizing individuals, groups, organizations, or companies that have improved or are working toward beautifying their homes, businesses, industries, property or area.

• To make recommendations for educational programs concerning City beautification to be conducted in the schools, service clubs, PTA groups, and other community organizations.

(B) Historical:

- To collect factual data on the Native American, European and Spanish-Mexican history and culture as it is woven together into the fabric of Santa Fe Springs' daily life
- To share these resources with the schools and citizens in order to supplement any curriculum that may need historical data concerning the Santa Fe Springs area.
- To chronicle and display the diverse cultural influences and impacts on the City and its population.

(C) Family and Human Services:

beautification in the City.

- To advise the City Council on human services needs that exist in the community and also work with City staff on improving and developing social services programs.
- To evaluate existing services/programs and make recommendations as needed to improve services.

<u>Membership</u>: This Committee shall be comprised of no more than twenty (20) members appointed by the City Council from a cross-section of eligible persons. Each City Council member shall have up to four (4) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

SECTION 3. The following rules shall govern all advisory committees of the City, whether established by ordinance or resolution:

- A. All committees shall comply with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).
- B. All committees serve as advisory bodies to the City Council. The jurisdiction of each committee is limited to the purpose and duties set forth herein. Unless otherwise granted by the City Council, no committee shall have the power or authority to commit City funds.
- C. In January of each year, each committee shall appoint a chairperson and a vice-chairperson to serve for a one-year period. The chairperson shall preside at

APPROVED: 12/12/2019

ITEM NO.:10

committee meetings and represent the committee at various functions. The vice-chairperson shall assume the chairperson's duties in the absence of the chairperson.

- D. In the absence of both the chairperson and vice-chairperson at a meeting, the voting members of the committee shall select amongst themselves an acting chairperson for that meeting.
- E. Each committee may propose changes to its meeting schedule or governing rules, subject to approval by the City Council.
- F. Each committee member shall be entitled to one vote, except for emeritus members.
- G. The City Council may appoint any number of emeritus members to any committee. An emeritus member shall serve as a non-voting member of the committee.
- H. Each committee shall have a secretary, who shall be a member of City staff assigned that function. The duties of the secretary shall include: 1) preparing minutes for each meeting; 2) keeping an accurate record of attendance and notifying the City Clerk of absences that violate the City's code; 3) providing staff assistance as required for the conduct of the committee's business; and 4) acting as the principal staff advisor to the committee.
- I. Each committee shall report to the City Council as requested by the City Council.
- J. Each committee may establish one or more temporary subcommittees if deemed necessary or beneficial by that committee, so long as a subcommittee is composed solely of less than a quorum of the committee, serves a single or limited purpose, and is not perpetual. Such subcommittee will be deemed dissolved once its purpose is completed.

SECTION 4. This Resolution repeals and supersedes all committee by-laws previously adopted by the City Council.

APPROVED and ADOPTED this **12**th day of **December**, 2019, by the following roll call vote:

AYES:

Councilmembers Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds, and

Mayor Trujillo.

NOES:

None

ABSENT:

None

ABSTAIN:

None

APPROVED: 12/12/2019 ITEM NO.: 10

Janet Martinez, CMC, City Clerk

Juanita Trujillo/Mayor

5



City Council Meeting

January 23, 2020

PROCLAMATION

<u>Proclamation declaring February 2020 as "Heart Health Month" in the City of Santa Fe Springs</u>

RECOMMENDATION

 Proclaim the month of February 2020 as "Heart Health Month" in the City of Santa Fe Springs.

BACKGROUND

According to the American Heart Association, heart disease is the leading cause of death for men and women in the United States. Every year, 1 in 4 deaths are caused by heart disease. Anyone can develop heart disease; risk factors including diabetes, obesity, poor diet, and physical inactivity, can also increase the likelihood of developing heart disease. Heart disease can be prevented when people make healthy choices and learn to manage their health conditions. Communities, health professionals, and families can work together to create opportunities for people to make healthier choices.

February has been designated as Heart Health Month to raise awareness and educate the public about this deadly disease. This annual campaign focuses on educating the public about the importance of preventing the disease by living healthy lives at home and in our communities.

As a Healthy Eating, Active Living (H.E.A.L) City, Santa Fe Springs will proudly participate in Heart Health Month. The Department of Community Services offers health-related opportunities year round. This year, in support of the Heart Health month theme #OurHeartsAreHealthierTogether, we will continue to offer the weekly Walking Club, offer Blood Pressure Screenings, and share weekly heart healthy tips to seniors and the community at large, including staff; together we can all make an effort to live healthier.

Additionally, we invite everyone to wear red on Friday, February 7, 2020 and show your support for heart health and saving lives. National Wear Red Day is the first Friday each February and it is a day to bring attention to heart disease, especially in women. Everyone is encouraged to wear red, know their cardiovascular risk and take action to live longer, healthier lives.

The Mayor may wish to call on Maritza Sosa-Nieves, Management Analyst, to assist with the presentation.

Raymond R. Cruz City Manager

Attachment

1. Proclamation – Heart Health Month 2020

Report Submitted By: Maricela Balderas/Maritza Sosa-Nieves Date of I

Date of Report: January 16, 2020

WHEREAS, heart disease claims 1 million lives each year in the United States; and

WHEREAS, heart disease can be prevented by making healthier choices and lifestyle changes; and

WHEREAS, the month of February is Heart Health Month, an annual campaign dedicated to raising awareness of heart disease and educating the public about the importance of preventing the disease by living heart-healthy lives; and

WHEREAS, this February, the City of Santa Fe Springs will join the nationwide movement in support of healthier communities and healthier lives;

WHEREAS, the Community Services Department will highlight the many health and wellness programs and events available to the community in support of healthy eating and active living; and

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, proclaim February 2020 as

"Heart Health Month"

in the City of Santa Fe Springs, and encourage all citizens to educate themselves about heart disease, learn how it can be prevented, and take the necessary steps toward a healthier lifestyle. Furthermore, I call upon all community members to get involved and help raise heart disease awareness by participating in National Wear Red Day on Friday, February 7 as a sign of commitment to fighting heart disease.

DATED this 23 day of January 2020

ATTEST:	MAYOR WILLIAM K. ROUNDS
CITY CLERK	

City of Santa Fe Springs

City Council Meeting

January 23, 2020

PRESENTATION

Presentation of former Public Works employee Heleo Espinoza upon his retirement

RECOMMENDATION

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

BACKGROUND

Heleo Espinoza recently retired from service to the City of Santa Fe Springs. Heleo has been invited to tonight's Council meeting to be recognized for his 38-plus years of service to our community.

Raymond R. Cruz City Manager

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 16, 2020

City Council Meeting

January 23, 2020

PRESENTATION

Recognition of 2019 Tree Lighting Event Sponsors

RECOMMENDATION

Recognize the 2019 Tree Lighting Event Sponsors.

BACKGROUND

The 2019 Tree Lighting Ceremony was a huge success with over 1,000 patrons in attendance. This year's event featured traditional favorites such as a snow play and sledding area, children's holiday crafts, performances from local schools, and free hot cocoa and cookies. Due to the forecast, the Santa Float was unable to join us at the event. However, Santa still made a special appearance at his Santa Fe Springs "field office" where nearly 300 families stopped by for photos. New this year, the event featured craft vendors for those who wanted to partake in some holiday gift shopping.

The success of this year's event is directly linked to the support provided by our sponsors. Their in-kind donations greatly contributed to the event's success.

Tonight we would like to recognize the companies and organizations that contributed to the success of the event with their sponsorship.

2019 Tree Lighting Event Sponsors

Republic Services

Donation of dumpster and trash cans

Starbucks

Donation of hot water for cocoa

Blue Ribbon Container Donation of cardboard for decorations

The Mayor may wish to call upon Acting Community Services Supervisor, Eric Ey, to assist with the presentation.

> Raymond R. Cruz City Manager

Report Submitted By:

Maricela Balderas/Eric Ey

Date of Report: January 16, 2020

Department of Community Services





January 23, 2020

APPOINTMENTS OF LIAISONS

<u>Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations</u>

BACKGROUND

Each year, the City Council makes appointments to the various committees listed on the attached rosters. With the removal of the Council Liaison Appointments, there are now two (2) different types of appointment groups that include: 1) External Agency Representatives; and 2) City Council Subcommittees.

It is recommended that the City Council discuss, make recommendations/changes and approve the 2020 calendar year City Council Committee assignments.

Raymond R. Cruz City Manager

Attachments:

- 1. Non-Council Appointed City Committees
- 2. External Agency Representatives
- 3. City Council Subcommittees
- 4. 2020 Calendar of Meeting Dates

ATTACHMENT NO. 1

2020 Non-Council Appointed City Committees

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Day	Meeting Time	Meeting Location
Holiday Home Decorating Contest	Rounds	TBD	Third week in Dec		4:30 PM	City Hall
Friends of the Library Board of Directors	Zamora	Joyce Ryan	Quarterly	1st Friday, Sept. Dec. March,June	5:30 PM	Library
READI Committee SAFE Neighborhood	Zamora Alt-Rodriguez	Darryl Pedigo	Bi-Monthly Jan, March, May July, Sept, Nov	1st Tues	6:30 PM	Town Center Hall
Scholarship Interview Panels	Mora: Trujillo Sandoval: Zamora Sharp: Rounds	Wayne Bergeron	April-May	TBD-Changes annually	Varies	City Hall

2020 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Area "E" Disaster Board	Zamora	Darryl Pedigo	3rd Wed	8:30am	Norwalk Sports Complex, 13200 S. Clarkdale, Norwalk
California Contract Cities Assn	Trujillo	Ray Cruz	3rd Wed	6:00pm	Host City
Chamber of Commerce Economic Development	Rodriguez Alt- Vacant	TBD	Varies	Varies	Varies
Chamber Youth Enrichment Fund Board	Rounds	TBD	2nd Wed bi-month	2:00pm	Chamber Office
City Selection Committee (League of Cal Cities) Mayor is Rep	Trujillo Vacant - Alt				
Gateway Cities Council of Governments	Zamora Alt-Trujillo	TBD	1st Wed	6:00pm	16401 Paramount, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Zamora	TBD	4th Wed	6:00pm	Gateway COG, 16401 Paramount Bl, Paramount
Hispanic Outreach Taskforce	VACANT				6706 Friends Avenue Whittier, CA 90601-4432
I-5 Consortium Policy Board	Rounds Alt-Zamora	TBD	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Independent Cities of Los Angeles	Rodriguez	TBD			Feb-Santa Barbara, Jul-Rancho Bernardo, Sep- President's City

2020 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Joint Powers Insurance Authority	Rodriguez	Travis Hickey	3rd Wed in Jul	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
LA CADA	Rodriguez	TBD	Last Wed	7:00pm	Allen House, 10425 Painter Ave, SFS
League of California Cities	Trujillo Alt-Rounds	TBD	1st Thur	6:30pm	MWD Courtyard Café, 700 N.
Metropolitan Little League	Rounds	Wayne Bergeron	Wed	7:00pm	Lake Center Park
Sanitation District (Mayor is Rep)	Trujillo Alt- Rounds	Noe Negrete	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Rodriguez	TBD	Varies	Varies	SFHS
SFS/South Whittier Education Center Advisory Committee	Trujillo	TBD	Varies	9:00am	Southwest Resource Center, 10750 Laurel Ave, Whittier
SFS/South Whittier Education Center Advisory Committee President's Advisory Committee	Trujillo Alt - Rodriguez	TBD	Varies	8:00am	Rio Hondo College Board Room
SASSFA	Mora Alt-Rounds	Maricela Balderas	4th Thur	12:00pm	10400 Pioneer Blvd. #9 SFS
SEAACA	Trujillo Alt-Vacant	Dino Torres	3rd Thur	2:00pm	9777 SEAACA Way, Downey

2020 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Southeast Water Coalition Administrative Entity		Noe Negrete - Alt	3rd Thur of odd months	11:30am - Lunch 12:00pm - Meeting	City of Downey
Southeast Water Coalition Board	Trujillo Alternate- Mora		1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	13200 Penn Street, Whittier , CA 90602
Southern California Association of Governments (SCAG)	Trujillo Alternate - Rounds		Annual Meeting in May orJune	May	Palm Desert, CA
Vector Control Appt can be for 2 or 4 yrs.	Louie Gonzales		Jan 2018 - Dec 2020		
Washington Blvd Coalition to the Gold Line Extension	Mora				

2020 External Organizations with Stipends

Organization	Council Liaison	Stipend	Meeting Day	Meeting Time	Meeting Location
Gateway Cities Council of Governments	Zamora Trujillo - Alt	\$125/mo	1st Wed	6:00pm	Attn: Genny Cisneros 16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Zamora	\$100/mo	4th Wed	6:00pm	Attn: Genny Cisneros 16401 Paramount Bl, 2nd Floor, Board Room, Paramount
I-5 Consortium Policy Board	Rounds Alt- Zamora	\$150/mo	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Joint Powers Insurance Authority	Rodriguez Rounds - Alt	\$100/yr	2nd Wed in July	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
Sanitation District	Trujillo Rounds - Alt	\$125/mo	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SEAACA	Trujillo VACANT - Alt	\$225/mo	3rd Thur	2:00pm	Attn: Cathy Kyle 9777 SEAACA Way, Downey
Southeast Water Coalition Board	Trujillo Alt - Mora	\$150/bi- monthly	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meeting	City of Whittier Attn: Veronica Barrios 13200 Penn St. Whittier, CA 90602

2020 Counc	2020 Council Sub-Committees									
NAME	TYPE	FORMED	MEMBERS							
Audit/Finance Committee	Standing	06/14/12	Zamora Mora							
Billboards	Ad Hoc	04/23/15	Rounds Rodriguez							
Budget Events and Programs	Ad Hoc	02/13/14	Rounds Rodriguez							
Budget Revenue and Fees	Ad Hoc	02/13/14	Zamora Mora							
Capital Improvements Projects	Standing	03/12/15	Rounds Mora							
Child Care	Ad Hoc	Dissolve by 02/01/20	Rodriguez Zamora							
Economic Development Strategy	Ad Hoc	08/07/12	Rounds Zamora							
General Plan	Ad Hoc	12/18/14	Zamora Rounds							
Hotel	Ad Hoc		Trujillo Rounds							
Long-Term Housing Plan	Ad Hoc	01/09/14	Mora Rounds							
Water Rate	Ad Hoc	12/04/14	Mora Zamora							
Whittier PD Contract	Ad Hoc	05/14/14	Mora Trujillo							

January 2020

 December '19
 February '20

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
5	6	7 SAFE Neighborhood @ 6:30PM	8	9	10	11
12	13	14	15	16 SEAACA @2:00PM	17	18
19	20	21	22 91/605/405 @ 6:00PM Sanitation @ 1:30PM	23 SASSFA @12:00PM Council Mtg. @ 6:00PM	24	25
26	27 I-5 Consortium @ 2:00PM	28 HAAC Mtg. @ 9:00AM	29	30	31	1
2	3	Notes	ı			

February 2020

 January '20

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3 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	4	5 GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	6 Southeast Water @ 6:30PM	7	8
10	11 Senior Mtg. @ 10:00AM	12	13 Council Mtg. @ 6:00PM	14	15
17	18	19	20 SEAACA @2:00PM	21	22
24 I-5 Consortium @ 2:00PM	25 HAAC Mtg. @ 9:00AM	26 91/605/405 @ 6:00PM Sanitation @ 1:30PM	27 SASSFA @12:00PM Council Mtg. @ 6:00PM	28	29
2	Notes				×
	3 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM 10 17 24 I-5 Consortium @ 2:00PM	27 28 3	28 29	27	27

March 2020

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	3 SAFE Neighborhood @ 6:30PM	4 GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	5	6 (Friends of Library @ 5:30PM	7
8	9	10 Senior Mtg. @ 10:00AM	11	12 Council Mtg. @ 6:00PM	13	14
15	16	17	18	19 SEAACA @2:00PM	20	21
22	23 I-5 Consortium @ 2:00PM	24 HAAC Mtg. @ 9:00AM	25 91/605/405 @ 6:00PM Sanitation @ 1:30PM	26 SASSFA @12:00PM Council Mtg. @ 6:00PM	27	28
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April 2020

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	2 Southeast Water @ 6:30PM	3	4
5	6 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	7	8	9 Council Mtg. @ 6:00PM	10	11
12	13	14 Senior Mtg. @ 10:00AM	15	16 SEAACA @2:00PM	17	18
19	20	21	22 91/605/405 @ 6:00PM Sanitation @ 1:30PM	23 SASSFA @12:00PM Council Mtg. @ 6:00PM	24	25
26	27 I-5 Consortium @ 2:00PM	28 HAAC Mtg. @ 9:00AM	29	30	1	2
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May 2020

April '20

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10	11	12 Senior Mtg. @ 10:00AM	13	14 Council Mtg. @ 6:00PM	15	16
17	18	19	20	21 SEAACA @2:00PM	22	23
24	25 I-5 Consortium @ 2:00PM	26 HAAC Mtg. @ 9:00AM	27 91/605/405 @ 6:00PM Sanitation @ 1:30PM	28 SASSFA @12:00PM Council Mtg. @ 6:00PM	29	30
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June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	2	GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	4 Southeast Water @ 6:30PM	5 Friends of Library @ 5:30PM	6
7	8	9 Senior Mtg. @ 10:00AM	10	11 Council Mtg. @ 6:00PM	12	13
14	15	16	17	18 SEAACA @2:00PM	19	20
21	22 I-5 Consortium @ 2:00PM	23 HAAC Mtg. @ 9:00AM	24 91/605/405 @ 6:00PM Sanitation @ 1:30PM	25 SASSFA @12:00PM Council Mtg. @ 6:00PM	26	27
28	29	30	1	2	3	4
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July 2020

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 GCOG @ 6:00PM	2	3	4
5	6 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	7 SAFE Nelghborhood @ 6:30PM	8	9 Council Mtg. @ 6:00PM	10	11
12	13	14	15	16 SEAACA @2:00PM	17	18
19	20	21	22 91/605/405 @ 6:00PM Sanitation @ 1:30PM	23 SASSFA @12:00PM Council Mtg. @ 6:00PM	24	25
26	27 I-5 Consortium @ 2:00PM	28 HAAC Mtg. @ 9:00AM	29	30	31	1
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August 2020

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September '20

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9	10	11	12	13 Council Mtg. @ 6:00PM	14	15
16	17	18	19	20 SEAACA @2:00PM	21	22
23	24 I-5 Consortium @ 2:00PM	25 HAAC Mtg. @ 9:00AM	26 91/605/405 @ 6:00PM Sanitation @ 1:30PM	27 SASSFA @12:00PM Council Mtg. @ 6:00PM	28	29
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 SAFE Neighborhood @ 6:30PM	2 Parks & Rec Mtg. @ 7:00PM	3	4 Friends of Library @ 5:30PM	5
6	7 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	8	9 GCOG @ 6:00PM	10 Council Mtg. @ 6:00PM	11	12
13	14	15	16	17 SEAACA @2:00PM	18	19
20	21	22 HAAC Mtg. @ 9:00AM	23 91/605/405 @ 6:00PM Sanitation @ 1:30PM	24 SASSFA @12:00PM Council Mtg. @ 6:00PM	25	26
27	28 I-5 Consortium @ 2:00PM	29	30	1	2	3
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1 Southeast Water @ 6:30PM	2	3
4	5 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	6	7 GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	8 Council Mtg. @ 6:00PM	9	10
11	12	13 Senior Mtg. @ 10:00AM	14	15 SEAACA @2:00PM	16	17
18	19	20	21	SASSFA @12:00PM Council Mtg. @ 6:00PM	23	24
25	26 I-5 Consortium @ 2:00PM	27 HAAC Mtg. @ 9:00AM	28 91/605/405 @ 6:00PM Sanitation @ 1:30PM	29	30	31
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	3 SAFE Neighborhood @ 6:30PM	GCOG @ 6:00PM Parks & Rec Mtg. @ 7:00PM	5	6	7
8	9	10 Senior Mtg. @ 10:00AM	11	12 Council Mtg. @ 6:00PM	13	14
15	16	17	18	19 SEAACA @2:00PM	20	21
22	23 I-5 Consortium @ 2:00PM	24 HAAC Mtg. @ 9:00AM Council Mtg. @ 6:00PM	25 91/605/405 @ 6:00PM Sanitation @ 1:30PM	26 SASSFA @12:00PM	27	28
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December 2020

November '20 January '21

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2 GCOG @ 6:00PM	3 Southeast Water @ 6:30PM	4 Friends of Library @ 5:30PM	5
6	7 Sister City Mtg. @ 6:30PM Youth Leadership @ 6:30PM	8	9	10 Council Mtg. @ 6:00PM	11	12
13	14	15	16	17 SEAACA @2:00PM	18	19
20	21	22	23 91/605/405 @ 6:00PM Sanitation @ 1:30PM	24 SASSFA @12:00PM	25	26
27	28 I-5 Consortium @ 2:00PM	29	30	31	1	2
3	4	Notes				



City Council Meeting

ITEM NO. 27B

January 23, 2020

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Advisory Committee Appointments

RECOMMENDATION

 Appoint members to fill the vacant advisory committees and commission seats.

BACKGROUND

At each Council Meeting, the City Council has an opportunity to make an appointment to any vacancy available in the advisory committees or commissions. On December 12, 2019, and January 9th, 2020, the City Council approved Resolution No. 9657 and Ordinance No. 1111, respectively. Revised committee/commission rules and procedures are listed under both documents.

Prior to considering any appointments, staff recommends Council reviews the attached recently adopted advisory committee rules referenced in Resolution No. 9657 and Ordinance No. 1111 to ensure the members qualify for appointment.

Applications Received: None

Recent Actions: Jennifer Centeno was removed from the Youth Leadership Committee. Michael Givens was removed from the Parks & Recreation Advisory Committee. Nancy Romo was removed from the Traffic Commission. Maya Mercado-Garcia was appointed to the Youth Leadership Committee.

Raymond R. Cruz City Manager

Attachments:

- 1. Committee/Commission Lists
- 2. Resolution No. 9657
- 3. Ordinance No. 1111

Prospective Members for Various Committees/Commissions

Community Services Adivsory		
Heritage Arts		
Personnel Advisory Board		
Parks & Recreation		
Planning Commission		4
Senior Citizens Advisory		
Sister City		
Traffic Commission		
Youth Leadership		

COMMUNITY SERVICES ADVISORY COMMITTEE

Meets the fourth Wednesday of each month

10:00 a.m., Library Community Room

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

Membership:

20 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JAN 2021
Mora	Vacant	
	Vacant	
	Vacant	
	Vacant	
Zamora	Vacant	
	Vacant	
	Vacant	
	Vacant	
Rounds	Vacant	
	Vacant	
	Vacant	
	Vacant	
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Vacant	

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	Vacant	6/30/2021	
Zamora	Larry Oblea	6/30/2020	
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

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

25

Membership:

TERM EXPIRES NAME **APPOINTED BY** JUNE 30 OF Joe Avila (20)Mora Vacant (21)William Logan (21)(21)Ralph Aranda Kurt Hamra (21)(20)Vacant Zamora (20)Vacant (20)Frank Aguayo, Sr. Vacant (21)(21)Vacant (20)Kenneth Arnold Rounds Mary Anderson (20)Jeannette Lizarraga (20)(21)Tim Arnold Mark Scoggins* (21)Kayla Perez (20)Rodriguez Priscilla Rodriguez (20)(21)Lisa Garcia (20)Sylvia Perez David Diaz-Infante (21)(21)Dolores Romero Trujillo (20)Andrea Lopez Elizabeth Ford (21)Vacant (21)

Vacant

(20)

^{*}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:

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APPOINTED BY	NAME
Mora	Ken Arnold
Rounds	Ralph Aranda
Rodriguez	Francis Carbajal
Trujillo	Frank Ybarra
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m., Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Paul Nakamura	(20)
	Astrid Shesterkin	(21)
	Vacant	(21)
	Vacant	(20)
	Vacant	(20)
Zamora	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Josefina Lara	(20)
	Amelia Acosta	(21)
	Vacant	(21)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(21)
	Lorena Huitron	(21)
	Janie Aguirre	(21)
Rodriguez	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(21)
	Martha Villanueva	(20)
	Vacant	(20)
Trujillo	Eduardo Duran	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)

^{*}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

25

Membership:

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Martha Villanueva	(20)
	Vacant	(20)
	Laurie Rios	(21)
	Peggy Radoumis	(21)
	Francis Carbajal	(21)
Zamora	Charlotte Zevallos	(20)
	Vacant	(20)
	Vacant	(21)
	Doris Yarwood	(21)
	Vacant	(21)
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(20)
	Vacant	(20)
	Vacant	(21)
Rodriguez	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Beverly Radoumis	(20)
	Andrea Lopez	(20)
	Vacant	(21)
	Marcella Obregon	(21)
	Vacant	(21)

^{*}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	Vacant

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	(21)
	Zachary Varela	(20)
	Jazmine A. Duque	(21)
Zamora	Joseph Casillas	(20)
	Savanna Aguayo	(21)
	Valerie Melendez	(21)
	Christian Zamora	(21)
Rounds	Abraham Walters	(21)
	Aaron D. Doss	(21)
	Gabriel Romero	(20)
	Maya Mercado-Garcia	(21)
Rodriguez	Angel M. Corona	(21)
	Jasmine Rodriguez	(21)
	Vacant	
	Vacant	
Trujillo	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)

APPROVED: 12/12/2019

ITEM NO.:10

RESOLUTION NO. 9657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AFFIRMING CERTAIN EXISTING ADVISORY COMMITTEES, ESTABLISHING A NEW COMMUNITY SERVICES ADVISORY COMMITTEE, SETTING RULES FOR ADVISORY COMMITTEES, AND REPEALING PREVIOUS COMMITTEE BY-LAWS

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

SECTION 1. The City Council affirms the establishment of the following advisory committees to the City Council and sets forth the following provisions for each:

CITY OF SANTA FE SPRINGS PARKS & RECREATION ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be:

- To advise the City Council on the types of programs that would best meet the recreational needs of the people of all ages and interests.
- To provide more public participation in policy making as to parks and recreation programs and services, and facility/park operations.
- To evaluate the effectiveness of recreation programs and park facilities.
- To assist in policy formation regarding conservation, nature, open spaces, and cultural development.
- To provide cultural and educational events and activities, both with City facilities and other establishments (e.g., trips, concerts, plays, historical events, art shows).

<u>Membership</u>: This Committee shall be comprised of no more than twenty-five (25) members appointed by the City Council from a cross section of the various segments of the community. Each City Council Member shall have up to five (5) direct appointments. Twenty-two of the members must be residents of the City.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS SENIOR ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to advise, plan, and conduct projects that will foster mutual understanding between the senior population of the City and the City Council in order to improve the well-being of the seniors in the City and the community at large.

APPROVED: 12/12/2019 ITEM NO.:10

Membership: The Committee shall be comprised of no more than twenty five (25) members appointed by the City Council. Members must be 50 years of age or older. Each City Council Member shall have up to five (5) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS SISTER CITY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to plan and conduct projects which will foster mutual understanding and goodwill between the citizenry of the City and the citizenry of any foreign city duly designated by the City Council as a "Sister City" of the City.

Membership: The Committee shall be composed of no more than 25 members appointed by the City Council from a cross section of eligible persons. Each City Council Member shall have up to five (5) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

CITY OF SANTA FE SPRINGS YOUTH LEADERSHIP COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to foster greater involvement of youth in the community and in municipal government. The Committee shall study problems, activities, and concerns of the youth population, especially as they relate to municipal programs or projects of the City and make recommendations to the City Council as needed.

Membership: The committee shall be comprised of no more than 20 members appointed by the City Council from a cross section of youth residing in or attending school in the City. Each City Council member shall have up to four (4) direct appointments. Committee members must be between the ages of 13 and 18 years of age during their terms. No more than two (2) immediate family members may participate on the Committee during any appointed term.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

SECTION 2. The City Council hereby establishes a Community Services Advisory Committee as follows:

CITY OF SANTA FE SPRINGS COMMUNITY SERVICES ADVISORY COMMITTEE

<u>Purpose</u>: The purpose of this Committee shall be to advise the City Council in the promotion of beautification and cultural history of the City, and of social services that would benefit the City population. This purpose includes:

(A) Beautification:

APPROVED: 12/12/2019

ITEM NO.:10

• To prepare suggestions for policy determination by the City Council concerning beautification in the City.

 To recommend programs it deems advisable for recognizing individuals, groups, organizations, or companies that have improved or are working toward beautifying their homes, businesses, industries, property or area.

 To make recommendations for educational programs concerning City beautification to be conducted in the schools, service clubs, PTA groups, and other community organizations.

(B) Historical:

- To collect factual data on the Native American, European and Spanish-Mexican history and culture as it is woven together into the fabric of Santa Fe Springs' daily life.
- To share these resources with the schools and citizens in order to supplement any curriculum that may need historical data concerning the Santa Fe Springs area.
- To chronicle and display the diverse cultural influences and impacts on the City and its population.

(C) Family and Human Services:

- To advise the City Council on human services needs that exist in the community and also work with City staff on improving and developing social services programs.
- To evaluate existing services/programs and make recommendations as needed to improve services.

<u>Membership</u>: This Committee shall be comprised of no more than twenty (20) members appointed by the City Council from a cross-section of eligible persons. Each City Council member shall have up to four (4) direct appointments.

Meeting Schedule: This Committee shall meet on a monthly basis as business requires.

SECTION 3. The following rules shall govern all advisory committees of the City, whether established by ordinance or resolution:

- A. All committees shall comply with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).
- B. All committees serve as advisory bodies to the City Council. The jurisdiction of each committee is limited to the purpose and duties set forth herein. Unless otherwise granted by the City Council, no committee shall have the power or authority to commit City funds.
- C. In January of each year, each committee shall appoint a chairperson and a vice-chairperson to serve for a one-year period. The chairperson shall preside at

APPROVED: 12/12/2019

ITEM NO.:10

committee meetings and represent the committee at various functions. The vice-chairperson shall assume the chairperson's duties in the absence of the chairperson.

- D. In the absence of both the chairperson and vice-chairperson at a meeting, the voting members of the committee shall select amongst themselves an acting chairperson for that meeting.
- E. Each committee may propose changes to its meeting schedule or governing rules, subject to approval by the City Council.
- F. Each committee member shall be entitled to one vote, except for emeritus members.
- G. The City Council may appoint any number of emeritus members to any committee. An emeritus member shall serve as a non-voting member of the committee.
- H. Each committee shall have a secretary, who shall be a member of City staff assigned that function. The duties of the secretary shall include: 1) preparing minutes for each meeting; 2) keeping an accurate record of attendance and notifying the City Clerk of absences that violate the City's code; 3) providing staff assistance as required for the conduct of the committee's business; and 4) acting as the principal staff advisor to the committee.
- I. Each committee shall report to the City Council as requested by the City Council.
- J. Each committee may establish one or more temporary subcommittees if deemed necessary or beneficial by that committee, so long as a subcommittee is composed solely of less than a quorum of the committee, serves a single or limited purpose, and is not perpetual. Such subcommittee will be deemed dissolved once its purpose is completed.

SECTION 4. This Resolution repeals and supersedes all committee by-laws previously adopted by the City Council.

APPROVED and ADOPTED this **12**th day of **December**, 2019, by the following roll call vote:

AYES:

Councilmembers Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds, and

Mayor Trujillo.

NOES:

None

ABSENT:

None

ABSTAIN:

None

APPROVED: 12/12/2019 ITEM NO.: 10

Juanita Trujillo Mayor

Janet Martinez, CMC, City Clerk

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 32 (COMMISSIONS AND AUTHORITIES) OF TITLE III, SECTION 38.45 OF CHAPTER 38 OF TITLE III, CHAPTER 70 OF TITLE VII, AND CHAPTER 117 OF TITLE XI OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES

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

SECTION 1. Chapter 32 (Commissions and Authorities) of Title III of the Code of Santa Fe Springs is renamed "Commissions and Committees."

SECTION 2. Section 32.02 (Composition; Appointment; Terms; Vacancies) of Chapter 32 of Title III of the Code of Santa Fe Springs is deleted in its entirety and replaced with following:

The Planning Commission shall consist of five members who shall be qualified electors of the city. Each member of the City Council shall appoint one person to the Planning Commission.

SECTION 3. Section 32.05 (Termination of Membership for Absence from Meetings; Absence for Cause Defined) of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby repealed.

SECTION 4. Sections 32.30 and 32.31 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to the Industrial Development Authority are hereby repealed.

SECTION 5. Sections 32.30 through 32.39 are hereby added to Chapter 32 of Title III of the Code of Santa Fe Springs to read as follows:

RULES GOVERNING ALL COMMISSIONS AND COMMITTEES

§ 32.30 CREATION.

The City Council may establish city commissions and committees in accordance with applicable law and by ordinance or resolution. The powers and duties of commissions and committees are limited to those granted by the City Council.

§ 32.31 ELIGIBILITY.

Except as otherwise provided in this code, in order to serve on a commission or committee, an individual must be a resident or have an established business interest in the city. In order to serve on a youth-based commission or committee, an individual must be a resident or attend school in the city. These

are minimum eligibility requirements, and certain commissions and committees may have additional eligibility requirements.

§ 32.32 APPLICATIONS.

Application forms for appointment to a commission or committee shall be made available in the City Clerk's Office. A completed application form submitted to the City Clerk is a minimum requirement to be considered for appointment. Applications shall be valid for six months.

§ 32.33 APPOINTMENTS.

Beginning in 2021, appointments to commissions and committees shall be made in January.

§ 32.34 TERM.

The term of service for any individual appointed to a commission or committee shall be two years beginning in January. Any individual appointed to fill an unexpired term shall serve for the unexpired portion of that term. All commission and committee members shall continue in office until their successors are appointed.

§ 32.35 LIMIT.

The same individual may serve on no more than three commissions or committees, or any combination thereof, at any given time.

§ 32.36 ABSENCES.

If an individual appointed to a commission or committee that meets on a monthly basis is absent from three meetings within a calendar year, or absent from three consecutive meetings, that individual shall be deemed to have resigned from the commission or committee. If an individual appointed to a commission or committee that meets on a quarterly basis is absent from two meetings within a year, that individual shall be deemed to have resigned from the commission or committee. An individual who has been deemed to have resigned from a commission or committee due to such absences will be eligible to re-apply to serve on that commission or committee no earlier than six months after such resignation.

§ 32.37 TARDINESS.

Any individual appointed to a commission or a committee who is more than fifteen minutes late to a meeting will be treated as absent from that meeting.

§ 32.38 REMOVAL.

Every individual appointed to a commission or a committee serves at the pleasure of the City Council and may be removed at any time by the City Council member who appointed that individual or by a 4/5 vote of the City Council. Where a City Council member leaves office before the expiration of his or her term, his or her successor to serve the remainder of the term may remove his or her appointed commissioners and committee members and may appoint other commissioners and committee members.

§ 32.39 ADDITIONAL RULES AND REGULATIONS.

The City Council may establish additional rules and regulations governing city commissions and committees that are consistent with the provisions of this code.

SECTION 6. Section 38.45 of Chapter 38 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

- A. Subsection (A) of Section 38.45 is deleted in its entirety and replaced with the following:
 - (A) The Heritage Arts Advisory Committee (HAAC) is hereby created as a committee appointed by the City Council to advise on the city's Heritage Artwork in Public Places Program. The HAAC shall consist of a maximum of nine voting and six non-voting members who may be reappointed at the discretion of the City Council and shall include the following unless otherwise directed by the City Council:
 - (1) A member of the Planning Commission.
 - (2) A member of the Chamber of Commerce and Industrial League.
 - (3) A member of the Community Services Advisory Committee.
 - (4) The City Manager or designee, in a nonvoting capacity.
 - (5) The Director of Community Services or designee, in a nonvoting capacity.
 - (6) The Director of Planning and Development or designee, in a nonvoting capacity.
- B. Subsection (C) of Section 38.45 is deleted in its entirety and replaced with the following:

(C) The terms of five voting members shall expire in even numbered years and the terms of four appointed voting members shall expire in odd numbered years.

- C. Subsection (D) is added to Section 38.45 to read as follows:
 - (D) The HAAC shall be subject to those provisions of Chapter 32 of this code applying to all commissions and committees, and any other rules the City Council may adopt, unless such rules or provisions are inconsistent with this chapter.
- **SECTION 7.** Section 70.40 of Chapter 70 of Title VII of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:
 - § 70.40 ESTABLISHED; COMPOSITION; APPOINTMENT OF MEMBERS.

There is hereby established an Advisory Traffic Commission consisting of five members appointed by the City Council, as well as the City Traffic Engineer and the Chief of Police or their respective designees, who shall be non-voting members of the Commission. The members shall select from among themselves a chairperson and a vice-chairperson to serve as such for a one-year term.

SECTION 8. Section 70.43 of Chapter 70 of Title VII of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

Each member of the City Council shall appoint one city resident to the Traffic Commission.

SECTION 9. Sections 117.170, 117.171, 117.172, and 117.173 of Chapter 117 of Title XI of the Code of Santa Fe Springs relating to the Oil Field Advisory Committee are hereby repealed.

SECTION 10. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 11. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 12. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within

15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this 9th day of January, 2020, by the following roll call vote:

AYES:

Councilmember Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds, and

Juanita Trajillo, Mayor

Mayor Trujillo

NOES:

None

ABSENT:

None

ABSTAIN:

None

ATTEST:

Janet Martinez, CMC, City Clerk

2ND READING: 01/09/2020