

AGENDA

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

March 16, 2021 6:00 P.M.

VIA TELECONFERENCE

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, Mayor

****GOVERNOR'S EXECUTIVE ORDER N-29-20****

REGARDING CORONAVIRUS COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

You may attend the City Council meeting telephonically or electronically using the following means:

<u>Electronically using Zoom:</u> Go to Zoom.us and click on "Join A Meeting" or use the following

https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09

Zoom Meeting ID: 521620472 Password: 659847

Telephonically: Dial: 888-475-4499 Meeting ID: 521620472

Public Participation: You may submit comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council meeting will be distributed to the City Council and made a part of the official record of the meeting. You may contact the City Clerk's Office at (562) 868-0511 ext. 7314 with any questions.

City of Santa Fe Springs

Regular Meetings March 16, 2021

1. CALL TO ORDER

2. ROLL CALL

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, Mayor

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. <u>Minutes of the February 11, 2021 Public Financing Authority Meetings (City Clerk)</u>
 - **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.

WATER UTILITY AUTHORITY

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 Water Utility Authority.

a. Minutes of the February 11, 2021 Water Utility Authority Meetings (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 Water Utility Authority (WUA) (Finance)

Recommendation:

Receive and file the report.

Regular Meetings March 16, 2021

c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u>

Recommendation:

- Receive and file the report.
- d. Whittier Water Connection Upgrade Final Payment (Public Works)

Recommendation:

- Approve Contract Change Order No. 1 in the amount of \$28,832.49;
- Authorize the Mayor to execute Contract Change Order No. 1 in the amount of \$28,832.49;
- Approve the Final Payment to 316 Engineering and Construction Company of Rosemead, California in the amount of \$50,062.35 (less 5% Retention).

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the February 11, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

Approve the minutes as submitted.

SUCCESSOR AGENCY

9. CONSENT AGENDA

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

Minutes of the February 11, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

Approve the minutes as submitted.

CITY COUNCIL

10. CONSENT AGENDA

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

a. Minutes of the February 11, 2021 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.
- b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

Approve a general motion to waive full reading and read Ordinance titles

Regular Meetings March 16, 2021

only, pursuant to California Government Code Section 36934.

c. Second Reading of Ordinance No. 1117 – An Ordinance adding Chapter 40 to Title III of the of the Santa Fe Springs Municipal Code Implementing Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest (City Clerk)

Recommendation:

- Adopt Ordinance No. 1117.
- d. Los Nietos Road Street Improvements Final Payment (Public Works)

Recommendation:

 Approve the Final Payment to All American Asphalt of Corona, California in the amount of \$112,959.31 (less 5% Retention).

PUBLIC HEARING

11. <u>State of California Citizens' Option for Public Safety (COPS) Grant Program (Police Services)</u>

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein.

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2021-2023 (Community Services)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2021-2023.
- 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.
- Approval of Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2021-2023 (Community Services)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with the Metropolitan Little League for 2021-2023.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.
- 14. Catch Basin Maintenance Services Award of Contract (Public Works)

Recommendation:

 Award a contract with Ron's Maintenance Inc. for Catch Basin Inspection and Cleaning for an amount not to exceed \$31,760.

City of Santa Fe Springs

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15. City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 7 (Public Works)

Recommendation:

- Approve Amendment No. 7 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.
- **16.** Approval of Parcel Map No. 82709–9883 Greenleaf Avenue (Public Works)

Recommendation:

- Approve Parcel Map No. 82709;
- Find that Parcel Map No. 82709 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 82709.
- 17. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 18. PRESENTATIONS

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

- 19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
- 20. COUNCIL COMMENTS

CLOSED SESSION

21. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

22. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

CLOSED SESSION

23. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

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

City of Santa Fe Springs

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CLOSED SESSION

24. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator **Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

25. CLOSED SESSION REPORT

26. ADJOURNMENT

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.

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; city's website at www.santafesprings.org; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Janet Martinez, CMC, City Clerk

March 11, 2021

FOR ITEM NO. 6A PLEASE SEE ITEM NO. 10A

City of Santa Fe Springs

ITEM NO. 6B

Public Financing Authority Meeting

March 16, 2021

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 2/28/2021 Outstanding principal at 2/28/2021

None \$41,001,082

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: March 11, 2021

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. 7A PLEASE SEE ITEM NO. 10A

City of Santa Fe Springs

ITEM NO. 7B

Water Utility Authority Meeting

March 16, 2021

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 2/28/2021 None Outstanding principal at 2/28/21 \$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 2/28/2021 None Outstanding principal at 2/28/2021 \$1,225,000

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.

Date of Report: March 11, 2021

Report Submitted By: Travis Hickey Finance and Administrative Services

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

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 bid opening for this project was on August 11, 2020, and the Water Utility Authority awarded the contract to 316 Engineering and Construction, based in Rosemead, California. Construction began in December 2020 and was completed in early March 2021. The new upgraded interconnection is operational and all components and functions have been verified to be fully functional. This project will increase the capacity that Santa Fe Springs Water Utility Authority could receive from the City of Whittier, and will therefore lessen the reliance on the more costly water from the Metropolitan Water District. The project is now complete and the Final Payment and project acceptance is being brought to Council as a separate item at this Council meeting.

FISCAL IMPACT

The Whittier Water Connection Project is fully funded by the Water Capital Improvement Plan fund.

INFRASTRUCTURE IMPACT

The Whittier Water Connection Project will increase the water capacity available to 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 Director of Public Works



Water Utility Authority

CONSENT AGENDA

Whittier Water Connection Upgrade – Final Payment

RECOMMENDATION

- Approve Contract Change Order No. 1 in the amount of \$28,832.49;
- Authorize the Mayor to execute Contract Change Order No. 1 in the amount of \$28,832.49:
- Approve the Final Payment to 316 Engineering and Construction Company of Rosemead, California in the amount of \$50,062.35 (less 5% Retention).

BACKGROUND

On August 27, 2020, the City Council awarded a contract to 316 Engineering and Construction Company of Rosemead, California in the amount of \$383,475.00 for the Whittier Water Connection Upgrade project. The project consists of demolition of the existing six-inch (6") connection and construction of a new ten-inch (10") connection, new vault, meter, control valve, shut-off valve, furnishing and installing a 70-Foot communication tower for supervisory control and data acquisition (SCADA) and upgrading SCADA components. The project will also include trenching, trench shoring, furnishing and installing fittings, valves, all appurtenances, all pipe pressure testing and disinfection within the project area.

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

Contract Change Order No. 1 is a result of unforeseen site conditions and safety items: specifically, the removal and disposal of conflicting abandoned iron pipe, installation of new communications radio, installation of protective steel bollards, installation of anticlimb panels for tower, installation of tower grounding rods, installation of system bypass valve, water main shutdown overtime rate, installation of Hydraulic pressure reducing component, installation of a new spool and installation of additional pipe supports. The total compensation for Contract Change Order No. 1 is \$28,832.49.

The final construction cost \$400,343.21. The final project cost including construction, engineering, inspection and contingency is within the budgeted amount of \$648,500.00

FISCAL IMPACT

The Santa Fe Springs / Whittier Water Connection Project is an approved Capital Improvement Plan (CIP) project funded via Water CIP Funds with an original budget of \$65,000 for the design and \$583,500 for the construction. The Total project budget is \$648,500.

> Raymond R. Cruz **Executive Director**

Attachments:

Attachment No. 1: Final Payment Detail

Report Submitted By: Noe Negrete

Director of Public Works

Date of Report: March 11, 2021

MEMORANDUM

Department of Public Works

REQUEST FOR FINAL PAYMENT

DATE: March 8, 2021

TO: Linda Guerrero, Account Clerk III

FROM: Noe Negrete, Director of Public Works

ACTIVITY NO.: WT195002

PROJECT: Whittier Water Connection Upgrade Project

VENDOR: 316 Engineering & Construction, Inc.

7434 Garvalia Avenue Rosemead, CA 91770

Please issue Final Payment:

DESCRIPTION ACTIVITY NUMBER AMOUNT

Total this period: \$ 52,697.21

Retention this period: 205 \$ 2,634.86

FINAL PAYMENT: PW200501 \$ 50,062.35

FINAL PAYMENT

Attached Agenda report dated <u>March 16, 2021</u> recommends that the **Final Payment** in the amount of \$50,062.35 be issued to the Contractor for work completed on March 5, 2021.

Attached Notice of Completion is ready to file with the LA County Recorder's Office.

R g 3-8-21

WHITTIER WATER CONNECTION UPGRADE

Contract Change Order No.1

Contractor: 316 Engineering and Construction Co., Inc.

7434 Garvalia Avenue

Rosemead, CA 91770 Completed To Date Contract Completed This Period Item Description Unit Price Quantity Quantity Amount Quantity Units Total Amount No. Contract Work 9.500.00 9,500.00 \$ 9,500.00 10% \$ 950.00 100% \$ LS 1 Mobilization. 10.900.00 \$ 1,090.00 100% \$ 10.900.00 LS 10.900.00 \$ 10% 1 2 Traffic Control. LS 2.800.00 \$ 100% \$ 2,800.00 2.800.00 \$ 3 Potholing. \$ 29.700.00 12 LF 2,475.00 \$ 29,700.00 \$ -12 4 Furnish and Install 12" Cement Lined Ductile Iron Pipe (cl. 52) - Trenched. 30.600.00 30,600,00 \$ 24 LF \$ 1.275.00 \$ \$ 24 5 Furnish and Install 10" Cement Lined Ductile Iron Pipe (cl. 52) - Trenched. 2.750.00 3,025.00 LF 275.00 \$ \$ 11 6 Furnish and Install 6" Cement Lined Ductile Iron Pipe (cl. 52) - Above Ground. 10 \$ 3,850.00 \$ 2.800.00 11 LF 350.00 \$ \$ 8 7 Furnish and Install 10" Cement Lined Ductile Iron Pipe (cl. 52) - Above Ground. -3.500.00 3,500.00 \$ 100% \$ LS 3,500.00 \$ 8 Testing and Disinfection. 1 \$ 5,078.00 9 Furnish and Install 12" Gate Valve and Box Assembly. EΑ 5.078.00 \$ 5.078.00 \$ \$ 4,862.00 \$ \$ 4,862.00 EΑ 4.862.00 \$ 1 10 Furnish and Install 10" Gate Valve and Box Assembly. 1 -3,550.00 \$ 7,100,00 \$ 2 \$ 7.100.00 11 Furnish and Install 10" Gate Valves in Vault. 2 EΑ \$ 3.600.00 2 EΑ 1.800.00 \$ 3.600.00 \$ 2 12 Furnish and Install 6" Gate Valves in Vault. 24.029.00 24.029.00 \$ EΑ 24,029.00 \$ \$ 1 13 Furnish and Install 10" Control Valve. 1 8.074.00 \$ \$ 8,074.00 FA 8.074.00 \$ 14 Furnish and Install 10" Flow Meter. 3,915.00 \$ 3.915.00 15 Furnish and Install 10" Strainer. 1 EΑ 3,915.00 \$ \$ 1 53,115.00 53,115.00 \$ 100% \$ 16 Furnish and Install Precast Reinforced Concrete Vault. LS \$ 53,115.00 \$ 1 \$ 43.487.00 LS \$ 43.487.00 \$ 43,487,00 \$ 100% 17 Electrical Connections. 16.145.00 100% \$ 16,145.00 1 16.145.00 \$ \$ 18* Upgrade City of Santa Fe Springs Control Panel. 19.724.72 19.724.72 LS \$ 30,914.00 \$ 30.914.00 63.81% 63.81% \$ 19* Upgrade City of Whittier Control Panel. 1 26,280.00 26,280,00 \$ 100% \$ 20* City of Santa Fe Springs SCADA Programming. 1 LS \$ 26,280,00 \$ \$ 9,251.00 LS \$ 9.251.00 \$ 9.251.00 \$ 100% 21* Shared Cabinet Replacement. 1 -19,525.00 19.525.00 \$ 100% LS 19,525.00 \$ 22 Furnish and Install 70' Aluminum Antenna Tower. 11,600,00 \$ 100% \$ 11.600.00 11.600.00 \$ LS 23 Demolish Existing Vault. \$ 4,200.00 4.200.00 \$ 4,200.00 \$ 100% LS \$ 24 Abandon and removal of Existing Pipe. 14,500,00 \$ 1450 14.500.00 1.450 SF \$ 10.00 \$ 25 Asphalt Concrete Pavement Removal and Restoration. \$ 4,200.00 4,200.00 \$ 2,100.00 100% LS 4.200.00 \$ 50% 26 Miscellaneous Construction. Contract Total: \$ 383,475.00 \$ 23,864.72 371.510.72

LS

28.832.49 \$

Invoice Date

12/31/2020

02/18/2021

03/04/2021

28.832.49

Invoice No.

20-173-01

20-173-02

20-173-03

Total Completed Items to Date: \$ 400,343.21

118,970.64 \$

211.293.06 \$

50,062.35 \$

100%

Amount

\$

\$

28.832.49

Retention Amount

6,261.61

2,634.86

50.062.35

Final Payment: \$

	 E0 000 0E
Less 5% Retention:	\$ 20,017.16
Progress Payment No.2:	\$ 211,293.06
Progress Payment No.1:	\$ 118,970.64
Total Items Completed to Date:	\$ 400,343.21
CONTRACT PAYMENTS:	

Final Payment: \$ 50,062.35

5			Amount	Account
	Finance Please Pay:	\$	50,062.35	WT195002
	5% Retention Completed this Period:	\$	2,634.86	205
	Recommended by Project Manager:	Rob	ert Garcia	Robert Garcia #2232
	Approved by PW Director:	Noe	Negrete	Mr # 2455

\$

Warrant Billing Period

100%

Invoice Due Date

01/13/2021

02/24/2021

03/24/2021

28.832.49

Invoice Pay Date

01/21/2021

03/04/2021

04/01/2021



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

March 10, 2021

316 Engineering & Construction, Inc. 7434 Garavalia Street Rosemead, CA 91770

Attention: Mr. Jared Massie

Subject: Whittier Water Connection Upgrade Project

Contract Change Order No. 1

Dear Mr. Massie:

Contract Change Order No. 1 shall constitute full compensation for all the changes associated with Contract Change Order No. 1. Said changes are a result of negotiations between the City and 316 Engineering and Construction, Inc. for purposes of addressing unforeseen site conditions and safety issues.

It is proposed that the Contractor perform the following work for the subject project:

- 1. Remove and dispose abandoned 4" Steel Pipe and 6" Ductile Iron Pipe. During the excavation for construction of new Concrete Vault, Contractor encountered two unknown pipes within the confines of the new concrete vault footprint. These pipes were not shown in contract documents and could not be ascertained by visual inspection. The work was tracked under Time and Material and it was agreed to be paid for as Extra Work at agreed lump sum. The work will be performed at the agreed upon lump sum price of \$3,591.69 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 2. Furnish and Install Radio System at Well No.12 to improve SCADA communication with Whittier Water Connection. The work will be performed at the agreed upon lump sum price of \$1,885.00 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 3. <u>Furnish and Install two (2) Steel Bollards in front of 70' tower</u>. The work will be performed at the agreed upon lump sum price of **\$2,150.00** and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of

316 Engineer & Construction, Inc. Whittier Water Connection Upgrade Project March 10, 2021 Page 2

these specifications and no additional compensation will be allowed therefore or additional work days will be granted.

- 4. <u>Furnish and Install Anti-Climb Panels on 70' Tower</u>. The work will be performed at the agreed upon lump sum price of \$1,497.50, and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 5. Furnish and Install two (2) spools to install 6" Cla Val in bypass. The work will be performed at the agreed upon lump sum price of \$2,309.52 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 6. <u>Furnish and Install Grounding rod, aluminum clamps, and handhole for grounding electrode system for voltage stabilization and lightning protection.</u> The work will be performed at the agreed upon lump sum price of **\$628.98** and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 7. Premium cost for Sunday January 31, 2021, shutdown and water line tie-in per request from City of Whittier to lessen inconvenience to customers. The work will be performed at the agreed upon lump sum price of \$4,919.69 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 8. Furnish and Install Hydraulic pressure reducing and sustaining component kit 131-DLBCEPSYKX to ensure full SCADA operability and built in flow and pressure sustainability during power failure. The work will be performed at the agreed upon lump sum price of \$8,642.91 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 9. <u>Furnish and Install spool to separate Cla Val and gate valve</u>. The work will be performed at the agreed upon lump sum price of \$1,957.61 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.

316 Engineer & Construction, Inc. Whittier Water Connection Upgrade Project March 10, 2021 Page 3

- 10. <u>Furnish and Install additional pipe supports due to reconfiguration of pipe appurtenances for enhancement of the overall mechanical system.</u> The work will be performed at the agreed upon lump sum price of **\$1,249.59** and shall constitute full compensation for furnishing all labor, materials, tools, and equipment for complying with the requirements of these specifications and no additional compensation will be allowed therefore or additional work days will be granted.
- 11. The City will grant Thirty (30) additional working days to the contract for an increase in scope of work comprising of items 1 through 10 listed above including material delays due to Covid-19.

The total compensation for Change Order No. 1 is \$28,832.49. This sum constitutes full compensation, including all markups and all overhead costs for the work of this change. No additional working days will be granted for this work.

FIRST WORKING DAY	De	cember 8, 2020
Working days specified in Contract	25	Working Days
ORIGINAL COMPLETION DATE	Ja	nuary 14, 2021
Administrative Delay	0	working days
Non-working days due to weather delays by previous Change Orders	0	working days
Non-working days due to weather delays by this Change Order	0	working days
Contract Time Extensions by previous Change Orders	0	working days
Contract Time Extensions by this Change Order	0	working days
Total Contract Time Extensions by this and previous Change Orders	30	working days
REVISED COMPLETION DATE		. March 5, 2021

The Contractor shall sign, date and return this change for final acceptance by the City.

SUBMITTED BY:	ACCEPTED BY:
CITY OF SANTA FE SPRINGS	316 Engineering & Construction, Inc.
Robert Garcia, Project Manager	Jared Massie, Project Manager
Date	Date
APPROVED BY:	
John M Mora Mayor	

RECORD REQUESTED BY AND WHEN RECORDED MAIL TO:

1 [CITY OF SANTA FE SPRINGS 11710 Name TELEGRAPH ROAD SANTA FE Street SPRINGS, CA 90670 Address City, State NOE NEGRETE, JR. DIRECTOR OF PUBLIC WORKS] SPACE ABOVE THIS LINE FOR RECORDER'S USE CORPORATION FORM NOTICE OF COMPLETION This Document is Official business of the City of Santa Fe Springs and Entitled to Free Recording (CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208) Under Section 6103 of Government Code. NOTICE IS HEREBY GIVEN THAT: The undersigned is owner of the interest or estate stated below in the property hereinafter described. City of Santa Fe Springs The full name of the undersigned is: 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 The full address of the undersigned is: 3. The nature of the title of the undersigned is: Municipal Government 4. The full names and full addresses of all persons, if any, who hold title with the undersigned are: Addresses **Names** NONE The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the (If no transfer made, insert "none.") commencement of the work of improvement herein referred to: Addresses **Names** NONE A work of improvement on the property hereinafter described was completed on: 3/5/2021 316 Engineering & Construction, Inc. The name of the contractor, if any, for such work of improvement was: 7434 E. Garavalia Avenue Rosemead, CA 91770 The property on which said work of improvement was completed is in the City of Santa Fe Springs, County of Los Angeles, State of California, and described as follows: Whittier Water Connection Upgrade 10. The street address of said property is (If no street address has been officially assigned, insert "none.") NONE CITY OF SANTA FE SPRINGS Dated: By: Signature of Owner's Authorized Agent NOE NEGRETE, JR., DIRECTOR OF PUBLIC WORKS **Print Name**

VERIFICATION

I, Noe Negrete, Jr., state: I am the Director of Public Works("Owner", "President", "Authorized Agent", "Partner", etc.) of the

Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of periory under the laws of the State of California that the foregoing is true and correct. SANTA FE SPRINGS CA, (State) (City), Executed on Signature of Owner or Owner's Authorized Agent A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF LOS ANGELES (date), before me, , Notary Public (name and title of officer) personally appeared NOE NEGRETE, Jr., DIRECTOR OF PUBLIC WORKS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature

FOR ITEM NO. 8 PLEASE SEE ITEM NO. 10A

FOR ITEM NO. 9 PLEASE SEE ITEM NO. 10A



City Council Meeting

March 16, 2021

CONSENT AGENDA

Minutes of the February 11, 2021 Regular City Council Meeting

RECOMMENDATION(S)

Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

• February 11, 2021 Regular Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

Attachments:

1. February 11, 2021 Regular Meeting Minutes

Report Submitted By: Janet Martinez

City Clerk

Date of Report: March 11, 2021



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

February 11, 2021

1. CALL TO ORDER

Mayor Mora called the meeting to order via teleconference at 6:04 p.m.

2. ROLL CALL

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

Members absent: None.

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

3. PUBLIC COMMENTS

Vileana de la Rosa spoke during public comment.

PUBLIC FINANCING 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 Public Financing Authority.

- a. Minutes of the January 14 and 28, 2020 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.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to approve Item Nos. 4A & 4B, by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rodriguez, Mora

Nayes:

None

Absent:

None

WATER UTILITY AUTHORITY

5. CONSENT AGENDA

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

- a. Minutes of the January 14 and 28, 2020 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</u> Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

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

Recommendation:

Receive and file the report.

It was moved by Council Member Sarno, seconded by Council Member Rodriguez, to approve Item Nos. 5A through 5C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

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.

Minutes of the January 14 and 28, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

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 January 14 and 18, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

Approve the minutes as submitted.

It was moved by Council Member Trujillo, seconded by Council Member Sarno to approve the minutes as submitted, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

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 January 14 and 28, 2021 Regular City Council Meetings (City Clerk) Recommendation:
 - Approve the minutes as submitted.
- b. Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2020. (Finance)

Recommendation:

Receive and file the report.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve the consent agenda, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

NEW BUSINESS

9. Approval of Agreement with Califa for the Provision, Installation and Maintenance of Advanced Network (Data) Services for the City Library (Community Services)

Recommendation:

• Approve Agreement with Califa for the Provision, Installation, and Maintenance of Advanced Network (Data) Services for the City Library.

Community Services Director, Maricela Balderas provided a brief presentation on Item No. 9.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, to approve an agreement with Califa for the Provision, Installation, and Maintenance of Advanced Network (Data) Services for the City Library, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

10. Approval of 2021 Utility Assistance Fund Program Letter of Agreement between United

Way of Greater Los Angeles and the Authorized Partner Agencies (APAs) (Community Services)

Recommendation:

- Approve the 2021 Utility Assistance Fund Program Letter of Agreement between United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs).
- Authorize the Mayor to execute and sign the 2021 Utility Assistance Fund Program Letter of Agreement between United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs).

Community Services Director, Maricela Balderas provided a brief presentation on Item No. 10.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to approve the 2021 Utility Assistance Fund Program Letter of Agreement between United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs) and authorize the Mayor to execute and sign the 2021 Utility Assistance Fund Program Letter of Agreement between United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs), by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

11. Resolution No. 9704 – Weed Abatement (City Clerk/Planning)

Recommendation:

 Adopt Resolution No. 9704 declaring weeds a public nuisance, declaring its intention to remove them, and setting Tuesday, March 2, 2021 as the date for the Public Hearing.

City Clerk, Janet Martinez and the Director of Planning, Wayne Morrell provided a brief presentation on item no. 11.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, to adopt Resolution No. 9704 declaring weeds a public nuisance, declaring its intention to remove them, and setting Tuesday, March 2, 2021 as the date for the Public Hearing, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

12. <u>Town Center Plaza Parking Lot Improvements Project – Award of Contract (Public Works)</u> Recommendation:

- Appropriate \$3,883,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Town Center Plaza Parking Lot Improvements Project (PW 210001);
- Accept the bids; and

• Award a contract to Los Angeles Engineering, Inc. of Covina, California, in the amount of \$3,258,000.00.

It was moved by Council Member Trujillo, seconded by Council Member Sarno, to award a contract to Los Angeles Engineering, Inc. of Covina, California, in the amount of \$3,258,000.00, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 12.

13. Authorize the Purchase of One (1) Ford Police Utility Hybrid from Fairway Ford

Recommendation:

- Authorize the purchase of one (1) New 2021 Ford Explorer Police Utility Hybrid from Fairway Ford;
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$42,768.93 to process this order;
- Authorize the replaced unit #561 to be disposed of by way of public auction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to authorize the purchase of one (1) New 2021 Ford Explorer Police Utility Hybrid from Fairway Ford; authorize the Director of Purchasing to issue a purchase order in the amount of \$42,768.93 to process this order; and authorize the replaced unit #561 to be disposed of by way of public auction, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

Director of Finance, Travis Hickey provided a brief presentation on Item No. 13.

14. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the passing of Angie Rodriguez, an employee from Police Services; he also spoke about the 2017 Strategic Goal Session workshop, he noted that the City is currently working on scheduling an upcoming Goal Session to update the goals; last he spoke about his meeting he had regarding logistic businesses in the city and the lack of revenue we receive in the City.
- Police Chief, Aviv Bar provided a crime and safety report for Santa Fe Springs.
- Director of Public Works, Noe Negrete acknowledged two employees, Steve Bonilla and Juan Martinez. Both employees recovered a gun on duty. Juan Martinez whom used to be a Police Officer, recovered the gun and was able to notify the police department immediately.
- Director of Planning, Wayne Morrell called on Senior Management Analyst, Maribel Garcia to provide a report on the restaurant grant program. Wayne Morrell provided

an update on the resources available to businesses on the City's website, and also highlighted additional information available to residents.

- Director of Police Services, Dino Torres wished everyone in attendance a Happy Valentine's Day, and also brought attention to the next Safe Neighborhood Team Meeting occurring next month.
- Fire Chief, Brent Hayward provided an update on the current number of COVID-19 cases in Los Angeles County and also spoke about the vaccine.
- Director of Finance and Administrative Services, Travis Hickey spoke about meeting with 457 retirement plan consultants, which will result in improved savings to City employee.
- Director of Community Services, Maricela Balderas spoke about upcoming events such as the Penny Hunt and other President's Day offerings. She also reported that the COVID-19 testing at Los Nietos Park has been successful, and spoke about the distribution of pre-packaged gift bags to seniors in celebration of Valentine's Day. She also reported on the Gus Velasco Neighborhood Center potentially becoming a temporary senior vaccination site for seniors, and will provide additional information if approved by Los Angeles County Department of Public Health. She also spoke about an upcoming 6-week nutritional workshop hosted virtually by Cedars-Sanai. Lastly, she highlighted the great work done the City Library on their offerings during the pandemic.

15. APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Sarno appointed Valerie Bojorquez to the Youth Leadership Committee.

16. COUNCIL COMMENTS

Councilmember Sarno thanked Public Works staff for their work in retrieving a handgun, and looked forward to being able to come back to City Hall soon.

Councilmember Trujillo thanked all the employees for their hard work, and expressed excitement at the area around City Hall being redone.

Councilmember Zamora echoed the sentiments of Councilmember Sarno, and sent prayers to the family of Angie Rodriguez.

Mayor Pro Tem Rodriguez expressed the same sentiments as Councilmembers Sarno and Zamora, and expressed excitement for the restaurants who will receiving aid. She also thanked staff for distributing the "goodie" bags to seniors, and wished everyone a Happy Valentine's Day.

Mayor Mora thanked staff for stepping up to keep safety in mind, and stated he is glad to see reduced COVID-19 rates. He also extended his condolences to the City employees

and neighborhood members who have passed away, and lastly wished everyone in attendance a Happy Valentine's Day.

CLOSED SESSION

17. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

18. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

CLOSED SESSION

19. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264

CLOSED SESSION

20. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Section 54956.8)

Property: Lakeland Avenue at Laurel Drive, APN 8011-012-902 Agency negotiator: Ray Cruz, Wayne Morrell, Ivy Tsai, Russell Hildebrand Negotiating parties: Richman Capital Group, LLC and The Whole Child Under negotiation: Price and terms of disposition agreement

Mayor Mora recessed the meeting at 7:30 p.m.

Mayor Mora reconvened the meeting at 9:47 p.m.

21. CLOSED SESSION REPORT

City Attorney Ivy Tsai stated that direction was given to staff, no reportable action was taken.

22. ADJOURNMENT

Mayor Mora adjourned the meeting at 9:47 p.m. in memory of Angie Rodriguez and Carlos Casillas.

William K. Rounds Mayor

Minutes of the February 11, 2021 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings		
ATTEST:		
Janet Martinez City Clerk	Date	



City Council Meeting

March 16, 2021

CONSENT AGENDA

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

RECOMMENDATION(S)

 Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

BACKGROUND

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

Raymond R. Cruz City Manager

mel K

Attachment(s):

None

Report Submitted By: Janet Martinez

City Clerk

Date of Report: March 11, 2021

March 16, 2021

City Council Meeting

CONSENT AGENDA

Second Reading of Ordinance No. 1117– An Ordinance adding Chapter 40 to the Title III of the Santa Fe Springs Municipal Code Requiring Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest

RECOMMENDATION:

• Adopt Ordinance No. 1117.

BACKGROUND

On March 2, 2021 the City Council approved the introduction of Ordinance No. 1117. Adopting the Ordinance will implement electronic filings of FPPC Form 700 "Statement of Economic Interest" and the campaign finance component of the NetFile system, and will only apply to those filers that exceed a threshold of \$2,000 for expending or receiving campaign funds. It should be noted that the NetFile system is able to accommodate the online filing of several types of required forms by the FPPC, including Forms 460, 470, 496, and 497, which are the most commonly used in Santa Fe Springs' local election campaigns.

The NetFile system is created specifically for cities and counties responsible for administering campaign finance filings and Statements of Economic Interest, meets the requirements of the Secretary of State, and allows for electronic and paperless filing of campaign statements.

To ensure a smooth transition, and as part of the agreement and acquisition of the system, NetFile and the City Clerk's Office can offer extensive training to filers and committees. Staff can schedule one-on-one training with NetFile staff and individual filers and treasurers that will cover the entire electronic filing process. This can include the set-up of filer accounts, explaining the online filing process, showing how to input data and save reports, preparing statements for e-signature, and finalizing statements for electronic filing.

Raymond R. Cruz City Manager

Attachment(s):

1. Ordinance No. 1117

Report Submitted By: Janet Martinez

City Clerk

Date of Report: March 11, 2021

ORDINANCE NO. 1117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADDING CHAPTER 40 TO TITLE III OF THE SANTA FE SPRINGS MUNICIPAL CODE TO REQUIRE ELECTRONIC AND ONLINE FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

WHEREAS, California Government Code section 84615 provides that a legislative body of local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act (Government Code section 84100 *et seq.*), except those who receive contributions totaling less than two thousand dollars (\$2,000), and make expenditures totaling less than two thousand dollars (\$2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Council expressly finds and determines that the online electronic filing system used by the City will operate securely and effectively and will not unduly burden filers; and

WHEREAS, the City currently uses NetFile, which is on the Secretary of State's list of vendors and service providers approved for electronic filing in California; and

WHEREAS, the City will ensure that any use of any other electronic filing system in the future will be in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

SECTION 1. Chapter 40 is hereby added to Title III (Administration) of the Santa Fe Springs Municipal Code to read as follows:

CHAPTER 40: ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

§ 40.01 AUTHORITY

This chapter is enacted pursuant to Government Code section 84615.

§ 40.02 ELECTRONIC FILING REQUIRED

A. Any elected officer, candidate, committee or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act (Government Code section 84100 *et seq.*)

shall file those statements, reports or other documents online or electronically with the City Clerk. However, an elected officer, candidate, committee or other person who receives contributions totaling less than two thousand dollars (\$2,000), and make expenditures totaling less than two thousand dollars (\$2,000) in a calendar year, is not subject to the requirements of this section.

- B. Any person holding a position listed in Government Code section 87200, as may be amended, or designated in the city's conflict of interest code shall file any required Statement of Economic Interest (Form 700) electronically with the City Clerk.
- C. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.
- D. The electronic filing system shall comply with the requirements of Government Code section 84615 and any future amendments thereto.

SECTION 2. 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.

vote:	PASSED and ADOPTED this day of	2021, by the following roll call
AYES NOES ABSE ABST	S: :NT:	
ATTE		John Mora, Mayor
Janet	Martinez, CMC, City Clerk	

City of Santa Fe Springs

City Council Meeting

March 16, 2021

CONSENT AGENDA

<u>Los Nietos Road Street Improvements – Final Payment</u>

RECOMMENDATION

 Approve the Final Payment to All American Asphalt of Corona, California in the amount of \$112,959.31 (less 5% Retention).

BACKGROUND

On September 10, 2020, the City Council awarded a contract to All American Asphalt of Corona, California in the amount of \$2,634,444.00 for the Los Nietos Road Street Improvements project. The project encompasses the boundaries from Pioneer Boulevard to Painter Avenue. The project consists of the removal of 2 to 5 inches of existing asphalt concrete pavement and the placement of a new 2 to 5 inches of fiber reinforced asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase 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.

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

The final construction cost is \$2,557,021.65. The final project cost including construction, engineering, inspection and contingency is within the budgeted amount of \$3,850,000.

FISCAL IMPACT

The Los Nietos Road Street Improvements project is an approved Capital Improvement Plan (CIP) project funded via Bond Funds with an original budget of \$3.850,000.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Exhibit A – Final Payment Detail

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: March 11, 2021

MEMORANDUM



Department of Public Works

REQUEST FOR PROGRESS PAYMENT WITH RETENTION

DATE: March 8, 2021

TO: Linda Guerrero, Account Clerk III

FROM: Noe Negrete, Director of Public Works

ACTIVITY NO.: PW200501

PROJECT: Los Nietos Road Street Improvement Project (Pioneer

Blvd to Telegraph Road)

CONTRACTOR: All American Asphalt

400 E. 6th Street, P.O. Box 2229

Corona CA 92879

Please issue Final Payment:

			PAYMENT
DESCRIPTION	ACTIVITY NUMBER	,	AMOUNT
Total this period:		\$	118,904.54
Retention this period:	205	\$	5,945.23
Final Payment:	PW200501	\$	112,959.31

This payment is for work completed and found to be satisfactory as of $\frac{1/20/2021}{}$. The Payment Detail attached is in support of this request.

R G 3/8/21 Contractor: All American Asphalt

400 E. 6th Street, P.O. Box 2229 Corona CA 92879 Final Payment \$ 112,959.31

LOS NIETOS ROAD STREET IMPROVEMENT PROJECT (Pioneer Boulevard to Telegraph Road)

Contract Completed To Date Completed This Period Description Unit Price Quantity Units Total Quantity Amount Quantity Amount **Contract Work** 10.191.00 10.191.00 Mobilization. 10.191.00 \$ 33,000.00 8,250.00 33.000.00 2. Construction Survey and Monument Perpetuation. L.S. 33.000.00 \$ 0.25 \$ 1.00 3. Traffic Control. L.S. 10,000.00 \$ 10,000.00 1.00 10.000.00 \$ 2.500.00 2.500.00 L.S. 2,500.00 \$ 1.00 4. Preparation, Implementation, and Modification of the SWPPP. 5. Traffic Signing, Thermoplastic Markings & Striping, Pavement 61,000.00 \$ 61.000.00 Markers, and Repaint Red Curb. L.S. 0.50 \$ 30.500.00 61.000.00 1.00 6. Clearing and Grubbing L.S. 2,500,00 2,500.00 1.00 2,500.00 S.F. 60,900.00 168,217.98 7. Cold Mill 2" Thick Existing Asphalt Concrete (AC) Pavement. 210,000 0.29 \$ 580,062.00 8. Cold Mill 5" Thick Existing Asphalt Concrete (AC) Pavement. S.F. 235,000.00 80.495.00 470.000 0.50 \$ 160.990.00 9. Construct 2" Thick Surface Course C2 PG 64-10 Fiber Reinforced Asphalt Concrete (FRAC) Pavement Overlay (Final Cap). 8.500 TON 79.00 671.500.00 9.305.94 \$ 735.169.26 10. Construct 3" Thick Fiber Reinforced Asphalt Concrete (FRAC Pavement Leveling Course (Type III B2 PG 64-10) Over Existing. 9,086 TON 79.00 \$ 717,794.00 7,934.23 626,804.17 11. Remove Existing Asphalt Concrete (AC) Pavement and Construct Full Depth AC Pavement Including 2" Thick C2 PG 64-10 Fiber Reinforced Asphalt Concrete (FRAC) Surface Course Over 5" Thick Type III B2 PG 64-10 FRAC Leveling Course. Compact Base or Native Material to 95% Relative Compaction. S.F. 70.00 \$ 14,770.00 288.00 20,160.00 211 12. Remove Existing and Construct 4" Thick PCC Curb Ramp With Black Truncated Domes, Retaining Curb, Curb and Gutter, 1' Slot Pave and Match Existing Sidewalk per Caltrans Std. Plan A88A, A88B, or SPPWC Std. Plan 111-5. Standard, Case, and Type Per 124.800.00 124.800.00 7,800.00 \$ 16.00 13. Remove Existing and Construct New 4" PCC Sidewalk On 4" CMB. S.F. 11.00 60,610.00 5,069.00 55,759.00 5,510 9,900.00 7,370.00 14. Grind Existing PCC Sidewalk Panel or Driveway Panel. 900 S.F. 11.00 \$ \$ 670.00 \$ 760.00 2.014.00 L.F. 15. Remove Existing and Construct PCC Retaining Curb. 20 38.00 \$ 53.00 16. Remove Existing and Construct PCC Curb and Gutter per City of L.F. 70.354.00 75.052.00 Santa Fe Springs, Curb Face to Match Existing. 1.213 58.00 \$ 1,294.00 \$ 17. Remove Existing and Construct 8" PCC Cross Gutter Over 6" CMB 1.900 S.F. 21.00 39.900.00 2,435.00 51.135.00 18. Remove Existing and Construct 6" Thick PCC Commercial Driveway S.F. 127,050.00 107,151.00 per City of Santa Fe Springs Std. Plan. 7,700 16.50 6,494.00 19. Remove Existing and Construct Depressed PCC Curb and Gutte Connected to Commercial Driveway per City of Santa Fe Springs 630 L.F. 60.00 37.800.00 617.00 37.020.00 20. Remove a Portion of the Existing PCC Commercial Driveway and Construct 6" Thick PCC Commercial Driveway Wings Per City of S.F. 6.300.00 \$ 4.260.00 Santa Fe Springs Std Plan. 210 30.00 142.00 21. Sawcut and Remove Existing Catch Basin Deck and Construct New Catch Basin Deck and Dowel Into Existing Box Per SPPWC Standard Plan 300-3. EA. 5,600.00 \$ 5,600.00 1.00 5,600.00 22. Furnish and Install Catch Basin United Storm Water Wing-Gate ARS Cover or Approved Equivalent (Sized to Fit Each Unique Catch 63.000.00 9.000.00 75.000.00 Basin) Including Catch Basin Stencil. 21 3,000.00 \$ 3.00 \$ 25.00 23. Remove Existing and Construct Curb Drain per SPPWC Std. Plan EA. 10,400.00 15,600.00 2,600.00 6.00 4 24. Remove Existing and Construct Parkway Drain per SPPWC Std. EA. 5,600.00 5,600.00 5,600.00 1.00 25. Remove Existing and Construct Concrete Retaining Curb Planter LS 5,200.00 \$ Backfill and Compact with Class A Topsoil. 5,200.00 \$ 1.00 \$ 5,200.00

LOS NIETOS ROAD STREET IMPROVEMENT PROJECT

Contractor: All American Asphalt

400 E. 6th Street, P.O. Box 2229

Corona CA 92879

Final Payment \$ 112,959.31

(Pioneer Boulevard to Telegraph Road)						Cor	ona CA 92879						
Item Description		Contract Completed This Period					s Period	Completed To Date					
No.	Description	Quantity	Units		Unit Price		Total	Quantity		Amount	Quantity		Amount
Contract Wo	rk												
26.	Install Metal Hand Railing per SPPWC Std. Plan No. 606-4.	35	L.F.	\$	280.00	\$	9,800.00	27.00	\$	7,560.00	27.00	\$	7,560.00
27.	Install Pedestrian Push Button and System Controller on New Post.	1	EA.	\$	3,600.00	\$	3,600.00		\$	-	1.00	\$	3,600.00
28.	Relocate Type 1A Traffic Signal Pole and Conduit on New Foundation Per Caltrans Standard Plan ES-7B.	1	EA.	\$	3,100.00	\$	3,100.00		\$	-	1.00	\$	3,100.00
29.	Install Traffic Loops Type D or E Per Plan.	124	EA.	\$	330.00	\$	40,920.00		\$	-	123.00	\$	40,590.00
30.	Remove Entire Existing Tree Including Tree Roots.	18	EA.	\$	620.00	\$	11,160.00		\$	-	18.00	\$	11,160.00
	Install New Sign and New Post per City of Santa Fe Springs Std. No. T-3 and T-7.	10	EA.	\$	240.00	\$	2,400.00	11.00	\$	2,640.00	12.00	\$	2,880.00
	Remove, Salvage, and Replace Sign on New Post per City of Santa Fe Springs Std No. T-3 and T-7.	20	EA.	\$	190.00	\$	3,800.00	9.00	\$	1,710.00	14.00	\$	2,660.00
33.	Adjust Meter Frame and Cover to Grade.	13	EA.	\$	820.00	\$	10,660.00		\$	-	-	\$	-
34.	Adjust Water Valve Frame and Cover to Grade.	41	EA.	\$	820.00	\$	33,620.00		\$	-	53.00	\$	43,460.00
35.	Adjust Gas Valve Frame and Cover to Grade.	4	EA.	\$	820.00	\$	3,280.00		\$	-	10.00		8,200.00
36.	Adjust Pull Box Frame and Cover to Grade.	24	EA.	\$	300.00	65	7,200.00		65	-	33.00	\$	9,900.00
37.	Adjust Sewer and Storm Drain Manhole Frame and Cover to Grade.	28	EA.	\$	980.00	\$	27,440.00		\$	-	35.00	\$	34,300.00
38.	Adjust Existing Vault to Grade.	6	EA.	\$	1,000.00	\$	6,000.00		\$	-	2.00	\$	2,000.00
39.	Replace Broken Meter Box and Adjust to Grade.	1	EA.	\$	360.00	\$	360.00		\$	-	11.00	\$	3,960.00
40.	Replace Vault and Adjust to Grade.	1	EA.	\$	5,000.00	\$	5,000.00		\$	-	ı	\$	-
	Remove Median and Reconstruct 5' Behind Crosswalk Per Detail B and City of Santa Fe Springs Std No. R-10.	1	LS.	\$	2,500.00	\$	2,500.00		\$	-	1.00	\$	2,500.00
42.	Place CMB / Overexcavation	750	C.Y.	\$	102.90	\$	77,175.00		\$	-	3.00	\$	308.70
CCO 001	Additional Landscaping and Irrigation	1	LS.	\$	20,864.90	\$	20,864.90	1.00	\$	20,864.90	1.00	\$	20,864.90
CCO 002	Traffic Signal Modifications	1	LS.	\$	24,986.49	\$	24,986.49	1.00	\$	24,986.49	1.00	\$	24,986.49
CCO 003	Additional Striping and Restoration	1	LS.	\$	13,393.15	\$	13,393.15	1.00	\$	13,393.15	1.00	\$	13,393.15
					Contract Total:	\$	2,693,688.54		\$	118,904.54		\$	2,557,021.65

Total Completed Items to Date: \$ 2,557,021.65

CONTRACT PAYMENTS:				Warrant Billing Period			
Total Items Completed to Date:	\$ 2,557,021.65	Invoice Date	Invoice No.	Invoice Due Date	Invoice Pay Date	Amount	Retention Amount
Progress Payment No. 1:	\$ 1,094,761.57	12/10/2020	192106	12/15/2020	12/23/2015	\$ 1,094,761.57	\$ 57,619.03
Progress Payment No. 2:	\$ 1,221,449.68	01/04/2021	192402	01/13/2021	01/21/2021	\$ 1,221,449.68	\$ 64,286.83
Less 5% Retention:	\$ 127,851.08	01/20/2021	192879	03/24/2021	04/01/2021	\$ 112,959.31	\$ 5,945.23

Final Payment \$ 112,959.31

	Amount	Account			
Finance Please Pay:	\$ 112,959.31	PW200501			
5% Retention Completed this Period:	\$ 5,945.23	205			
Recommended by Project Manager:	Robert Garcia	Robert Garcia #2232			
Approved by PW Director:	Noe Negrete	0			

RECORD REQUESTED BY AND WHEN RECORDED MAIL TO:

1 CITY OF SANTA FE SPRINGS 11710 Name TELEGRAPH ROAD SANTA FE Street SPRINGS, CA 90670 Address City, State NOE NEGRETE, JR. DIRECTOR OF PUBLIC WORKS 1 CORPORATION FORM SPACE ABOVE THIS LINE FOR RECORDER'S USE NOTICE OF COMPLETION This Document is Official business of the City of Santa Fe Springs and Entitled to Free Recording (CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208) Under Section 6103 of Government Code. **NOTICE IS HEREBY GIVEN THAT:** The undersigned is owner of the interest or estate stated below in the property hereinafter described. The full name of the undersigned is: City of Santa Fe Springs The full address of the undersigned is: 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 3. The nature of the title of the undersigned is: Municipal Government The full names and full addresses of all persons, if any, who hold title with the undersigned are: **Names Addresses NONE** 6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: (If no transfer made, insert "none.") **Names** Addresses **NONE** 7. A work of improvement on the property hereinafter described was completed on: 1/21/2021 All American Asphalt The name of the contractor, if any, for such work of improvement was: 400 E. 6th Street Corona CA 92879 The property on which said work of improvement was completed is in the City of Santa Fe Springs, County of Los Angeles, State of California, and described as follows: Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) 10. The street address of said property is (If no street address has been officially assigned, insert "none.") NONE CITY OF SANTA FE SPRINGS Dated: By: Signature of Owner's Authorized Agent NOE NEGRETE, JR., DIRECTOR OF PUBLIC WORKS

Print Name

VERIFICATION

I, Noe Negrete, Jr., state: I am the Director of Public Works("Owner", "President", "Authorized Agent", "Partner", etc.) of the

Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. SANTA FE SPRINGS (City), CA, (State) Executed on Signature of Owner or Owner's Authorized Agent A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF LOS ANGELES (date), before me, , Notary Public (name and title of officer) personally appeared NOE NEGRETE, Jr., **DIRECTOR OF PUBLIC WORKS** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature

City Council Meeting

PUBLIC HEARING

State of California Citizens' Option for Public Safety (COPS) Grant Program

RECOMMENDATION(S)

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein.

BACKGROUND

The Citizens' Option for Public Safety (COPS) program provides grants to each city and county and five special districts that provide law enforcement within the State of California. COPS funds are allocated among cities and counties and special districts providing law enforcement services in proportion to population, except that: A). County populations are the populations in incorporated areas, and B). Each agency is to be allocated a minimum of \$100,000. As such, the City is entitled to a State of California Citizens' Option for Public (COPS) Grant of \$100,000. Moreover, we have \$46,294 of grant funding carried over from FY 2019/2020 and on October 20, 2020, the City received an additional \$56,726 COPS grant funding relating to FY 2019/2020. Funds from the COPS program must be used exclusively to fund the frontline municipal police services. Based on a review of law enforcement priorities, staff is recommending that funds be expended on the payment of:

• The cost for a Traffic Officer (for FY 2020/2021, the cost of the Traffic Officer assigned to the City is \$234,960; \$203,020 would be paid using COPS funds and the remaining balance covered by the City (General Fund)).

The expenditure of these funds requires that the City conduct a Public Hearing to gain input from citizens as to how these funds should be expended.

FISCAL IMPACT

The State COPS program has remained a necessary supplemental funding source, which has provided the City with the means for additional public safety resources.

Raymond R. Cruz City Manager

Date of Report: March 11, 2021

City of Santa Fe Springs



ITEM NO. 12

March 16, 2021

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2021-2023.

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2021-2023.
- 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

Youth sports are a critical starting point in a person's lifelong journey toward an active and healthy lifestyle. Studies have demonstrated that children and teenagers who engage with sports not only grow up more physically active and confident, but also gain physical and mental health benefits that follow them throughout their lives. municipalities to support providers of youth sports programs, specifically, community sports organizations that have an "Everyone Plays" philosophy and governing bodies. These 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. 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 and establishes the expectations of the Saints, outlines the responsibilities of both the Saints and the City, and memorializes certain practices that both parties are currently utilizing.

At its meeting of January 23, 2020, the City Council approved and entered into a oneyear Use Agreement with the Saints for use of the City's athletic fields and facilities for the 2019 season. The Use Agreement terminated on January 31, 2020. Unfortunately, due to the COVID-19 pandemic, play was suspended in March 2020. It is the City's intention to enter into a two (2) year agreement with the Saints, and allow for play as allowed by the Los Angeles County Department of Public Health Department.

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services

Date of Report: March 11, 2021

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: Sundays generally beginning in March through the end of June (conditioning); July through the end of November (summer and fall football practices); and July through the end January (cheer practice).

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- Abide by all Los Angeles County Department of Public Health protocols.
- Submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
- Provide a master calendar of events, in writing, to the City's Parks & Recreation
- 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 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

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 a fiscal overview for the Saints that takes into account staffing and field use costs, based on the most recent year in which the Saints held a season (2019).

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 was \$2,045. A cost analysis of the current year will be presented at the end of the calendar year.

According to the Internal Revenue Service, as of February 23, 2021, Norwalk-Santa Fe Springs Saints Youth Football & Cheer (EIN 95-3837737) 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.

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

Date of Report: March 11, 2021

Attachment

1. USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES WITH NORWALK-SANTA FE SPRINGS SAINTS



COMMUNITY SERVICES DEPARTMENT PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this ____ day of ______, 2021, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and NORWALK/SANTA FE SPRINGS SAINTS, (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 and cheerleading sports program to the youth of the community.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *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"). The ORGANIZATION is also granted the right to use *Lakeview Park*, located at 10225 Jersey Avenue in Santa Fe Springs.

AGENCY will provide an indoor facility, when requested and available for cheer.

The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.

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 permit.

This AGREEMENT shall remain in effect through January 31, 2023, 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 calendar year (amount does not include field usage outside of the approved dates on permit) is due six (6) weeks after the commencement of the season.
- 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 (2) 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. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.
- D. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY in writing. 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 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.
- 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 to be determined by both the Community Services and Public Works Departments.
- G. 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.
- 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.
- 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 board members, coaches, players, and parents while using the Subject Facilities.
- L. No power vehicles/equipment other than City operated are permitted on the fields.
- 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.
- N. Vehicles are not allowed on a park without advance written approval by the Community Services Department.
- O. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- P. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

5. <u>LEGAL COMPLIANCE</u>

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

6. <u>USE OF PREMISES</u>

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, organizations, 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. <u>INSPECTION</u>

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: Norwalk/Santa Fe Springs Saints Youth

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

Santa Fe Springs, CA 90670

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

15. ATTORNEYS FEES

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

16. GOVERNING LAW

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

17. ASSIGNMENT

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

18. <u>INSURANCE</u>

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 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. <u>INDEMNIFICATION</u>

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, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for 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 or relating in any way to ORGANIZATION'S use of the Subject Facilities. 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 use 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. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects. People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The AGENCY has put in place preventative measures to reduce the spread of COVID-19; however, the AGENCY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an AGENCY park or AGENCY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 19 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

21. 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.

22. 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)
(Tide)
CITY OF SANTA FE SPRINGS A Municipal Corporation
John M. Mora Mayor
ATTEST:
Janet Martinez, CMC City Clerk
APPROVED AS TO FORM:
Ivy M. Tsai City Attorney

ORGANIZATION: Norwalk/Santa Fe Springs Youth Football & Cheer

City Council Meeting March 16, 2021

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2021-2023

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with the Metropolitan Little League for 2021-2023.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

BACKGROUND

Youth sports are a critical starting point in a person's lifelong journey toward an active and healthy lifestyle. Studies have demonstrated that children and teenagers who engage with sports not only grow up more physically active and confident, but also gain physical and mental health benefits that follow them throughout their lives. It is vital for municipalities to support providers of youth sports programs, specifically, community sports organizations that have an "Everyone Plays" philosophy and governing bodies. These 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 58 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 games. 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 and establishes the expectations of Metro, outlines the responsibilities of both Metro and the City, and memorializes certain practices that both parties are currently utilizing.

At its meeting of January 23, 2020, the City Council approved and entered into a oneyear 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, 2020. Unfortunately, due to the COVID-19 pandemic, play was suspended in March 2020. It is the City's intention to enter into a two (2) year agreement with Metro, and allow for play as allowed by the Los Angeles County Department of Public Health Department.

Date of Report: March 11, 2021

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services

ANALYSIS

The following outlines the facilities and general 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 generally from February through the end of June; All-star and qualifier tournaments from July through August; and fall ball use from September through the end of November. The agreement will commence on when executed and terminate at the end of January 2023.

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- Abide by all Los Angeles County Department of Public Health protocols.
- Submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
- 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.
- Metro will have one-time use of a City facility for a fundraising event at no cost.
- 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 will be responsible for maintenance of
 facilities.
- Metro has requested Sunday use during the term of the use agreement, which is outside their traditional 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.
- 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 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 season.
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.

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 as needed 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 will 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 fiscal overview for Metro that takes into account staffing and field use costs, based on the most recent year in which Metro held a season (2019).

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 was \$13,271. A cost analysis of the current year will be presented at the end of the calendar year.

According to the Internal Revenue Service, as of February 23, 2021, Metropolitan Little League (EIN 953669864) is exempt from federal income tax under Internal Revenue Code Section 501(c)(3). Additionally, according to the California Secretary of State, Metropolitan Little League are an active, non-profit organization registered in the State as of the same date.

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 Parks and Recreation Services Manager, Gus Hernandez, to answer questions the Council may have regarding the staff report.

> Raymond R. Cruz City Manager

> > Date of Report: March 11, 2021

Attachment

 USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES WITH METROPOLITAN LITTLE LEAGUE

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services



COMMUNITY SERVICES DEPARTMENT PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this ____ day of ______, 2021, 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 sports program to the youth of the community.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Lake Center Athletic Park*, located at 11641 Florence Avenue in Santa Fe Springs, subject to the terms and conditions of this Agreement. The ORGANIZATION is also granted the right to use the Betty Wilson Center, located at 11641 Florence Avenue in Santa Fe Springs, including the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room (hereinafter "Subject Facilities").

The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.

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 permit.

This AGREEMENT shall remain in effect through January 31, 2023, 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 calendar year (amount does not include field usage outside of the approved dates on permit) is due six (6) weeks after the commencement of the season.
- 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 (2) 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. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.
- D. Metro will have one-time use of a City facility for a fundraising event at no cost.
- E. 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 will be responsible for maintenance of facilities.
- F. Requests for Sunday use, which is outside of traditional use, must be made two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
- G. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY in writing. 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.
- H. 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. Temporary fencing must be removed at the conclusion of the season.
- 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.
- J. 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.
- K. 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.

- L. 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.
- M. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- N. ORGANIZATION is responsible for controlling their board members, coaches, players, and parents while using the Subject Facilities.
- O. No power vehicles/equipment other than City operated are permitted on the fields.
- P. 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.
- Q. Vehicles are not allowed on a park without advance written approval by the Community Services Department.
- R. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- S. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

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, organizations, 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. <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 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: <u>City of Santa Fe Springs</u>

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION: Mike Givens, President

Metropolitan Little League

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.
- 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, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for ORGANIZATION's obligation to indemnify, defend and hold harmless nealigence. includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the Subject Facilities. 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 use 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. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects.

People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The AGENCY has put in place preventative measures to reduce the spread of COVID-19; however, the AGENCY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an AGENCY park or AGENCY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 19 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

21. <u>INDEPENDENT CONTRACTOR</u>

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.

22. 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 Li	tle League	
By: (Signature)		
(Print Name)	•	
(Title)	•	
CITY OF SANTA FE SPRINGS A Municipal Corporation		
John M. Mora Mayor		
ATTEST:		
Janet Martinez, CMC City Clerk		

APPROVED AS TO FORM:		
Ivy M. Tsai City Attorney		

City Council Meeting

March 16, 2021

NEW BUSINESS

<u>Catch Basin Maintenance Services – Award of Contract</u>

RECOMMENDATION

 Award a contract with Ron's Maintenance Inc. for Catch Basin Inspection and Cleaning for an amount not to exceed \$31,760.

BACKGROUND

The City of Santa Fe Springs has approximately 397 catch basins within its boundaries. These catch basins are required to be regularly inspected and cleaned to ensure proper operation of the drainage system and protect water quality. The City is responsible for maintaining all catch basins within the City's boundaries and service them a minimum of three times during the wet season (October through April) and once during the dry season (May through September). The City historically has contracted with Los Angeles County Public Works Department (County) to perform these services. The County reporting of its services has been satisfactory at best. Therefore, staff looked at alternative contractors to provide this service.

The City of Compton advertised a Request for Proposal (RFP) for catch basin cleaning and maintenance services in 2018. Compton subsequently contracted with Ron's Maintenance (RMI) to perform the catch basin cleaning and maintenance services. Ron's Maintenance is a highly respected, service-oriented company specializing in performing catch basin cleanout and storm drain maintenance services with more than 24 years of experience. The annual cost to perform the catch basin inspection and cleaning by Ron's Maintenance Inc. is \$31,760. The contract allows for two one-year renewals at the same annual cost, pending Council approval.

Awarding a contract to RMI will ensure that the catch basins operate at maximum efficiency and protect water quality. In addition, it will satisfy our regulatory compliance with the MS4 permit and increase our reporting capability as compared to the County performing the work.

LEGAL REVIEW

The City Attorney's office has reviewed the Catch Basin agreement.

FISCAL IMPACT

Catch basin cleaning and inspections is budgeted within the Public Works Operation and Maintenance Fiscal Year 2020/2021 budget with an amount of \$20,000. There is sufficient funding available within the budget to cover the annual contract amount of \$31,760.

Report Submitted By:

Noe Negrete

Director of Public Works



INFRASTRUCTURE IMPACT

Catch basin inspection and cleaning will provide improved street drainage and ensure compliance with the City's MS4 permit and all other storm drain regulations.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Agreement

Attachment No. 2: City of Compton Catch Basin RFP

Attachment No. 3: City of Compton Catch Basin Maintenance Contract

Report Submitted By: Noe Negrete

Director of Public Works

Date of Report: March 11, 2021

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH RON'S MAINTENANCE, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of March, 2021 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and RON'S MAINTENANCE, INC., a California corporation ("Contractor").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform the catch basin cleaning and maintenance services throughout the City, as more fully described herein; and

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

WHEREAS, City and Consultant desire to contract for the specific services described in the Maintenance and Monitoring Agreement between the City of Compton and Contractor, dated July 17, 2018, and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the following professional services:

Inspection and Cleaning Procedures:

- Inspect the condition of each catch basin, grate, screen, and unit; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- Note the type and quantity of materials removed from each catch basis and storm drain; document any signs of vector/rodent habitats.
- Look for evidence of illegal dumping of hazardous wastes and immediately notify the City
 of materials encountered.
- Provide photographic (before and after cleaning activities) documentation of inspection and cleaning activities; minimum of 5 photographs of each basin.
- Document all information from inspections/cleaning, repair and stenciling activities.

On-Going Inspections:

- Perform inspections of all identified catch basins during months of October, January and April (on an annual basis).
- Clean catch basins having blocked screen inlets, blocked screen outlets or are 40% full of trash and debris.
- Document inspection results along with providing photographic documentation.
- Inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the City a minimum of one time between May 1 and September 30 of each year.

Minor Repairs:

- Make minor repairs to screens and trash collection devices that have minor damage.
- Damage beyond CONTRACTOR's capabilities will be reported to the City with 24 hours of discovery.

Vector/Rodents:

- Report to the City within 24 hours of discovery, evidence of vector or rodent breeding/living activities in catch basins/storm drains.
- 1.2. <u>Professional Practices</u>. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.
- 1.3. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
 - (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
 - (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
 - (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety

in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

- 1.5. <u>Non-Discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.
- 1.8. <u>Confidentiality</u>. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid on a Price Per Unit basis as follows:

	# Units	<u>Unit Price</u>	<u>Extended</u> Price	# Occurrences	<u>Annual</u> Total
Catch Basin Grand Total	<u>397</u>	\$20.00 each	\$ 7,940.00	4	\$ 31,760 \$31,760

The total price paid the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work.

2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

- 2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue through March 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one-year periods upon written agreement by the parties.
- 4.2. <u>Notice of Termination</u>. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.
- 4.3. <u>Compensation</u>. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.
- 4.4. <u>Documents</u>. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 - (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents,

employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "A" and incorporated herein by this reference.
- 5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

- 6.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. <u>Representatives</u>. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

Ron's Maintenance Inc. P.O. Box 4562 Downey, CA 90241 Tel: (213) 359-3827 Attn: Ronnie Norman Jr. City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Tel: (562) 868-0511

Attn: Noe Negrete, Public Works Director

- 6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.
- 6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- 6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

- 6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.
 - 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any

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

- 6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
 - 6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

Ron's Maintenance Inc.

Signature, Title	Date:		
Type or Print Name	Social Security or Taxpayer ID Number		
CITY OF SANTA FE SPRINGS			
John M. Mora, Mayor	Date:		
ATTEST:			
Janet Martinez, City Clerk			
APPROVED AS TO FORM:			
Ivy M. Tsai, City Attorney			

EXHIBIT A CERTIFICATE OF INSURANCE



CITY OF COMPTON

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

for

CATCH BASINS MAINTENANCE SERVICES

Solicitation Issue Date: Thursday May 24, 2018

PROPOSALS DUE: Thursday, June 14, 2018 at 3 pm

For general and technical inquiries, please contact 310-605-5505

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1.0 INTRODUCTION

The City of Compton is a great place to live, work, and raise a family. It is home to almost 100,000 citizens. Known as the "Hub City" because of its unique position at almost the exact geographical center of Los Angeles County. Compton is strategically located along the Alameda Corridor, a passageway of 25 percent of all U.S. waterborne international trade. Compton is rapidly emerging as a large industrial center in Los Angeles County for transit and distribution, business services, high technology, home and lifestyle products, metal, financial services, and textile manufacturing. This is an exciting time for Compton. The City is developing a wide range of economic and cultural opportunities that will help to make Compton a prime destination for residents and businesses.

1.1 Purpose of Procurement

The purpose of the Request for Proposal (RFP) is to outline the City of Compton's interest in obtaining the services of a qualified firm to provide inspection and cleaning of city maintained catch basins.

The City of Compton maintains approximately 1,782 catch basins within its boundaries. These catch basins are required to be regularly inspected and cleaned to ensure proper operation of the drainage system and protect water quality. The City is seeking a service provider to fulfill this function.

Proposing firms are hereby invited to submit their qualifications in accordance with the terms of this document.

1.2 Basic Guidelines for this Request for Proposal

The qualifications shall be evaluated in accordance with the criteria set forth in this Request for Proposal (RFP). Proposing firms shall be afforded fair and equal treatment with respect to any opportunity for discussion and revisions.

Selection shall be made to the proposing firm whose qualifications are determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this request.

1.3 Contract Term

No award shall be binding upon the City unless and until consummated by a written, fully executed contract. The contract duration is expected to be through June 30, 2021, with two (2) one year options to renew. The annual renewal of the contract shall be at the sole discretion of the City. The City will retain the right to terminate the contract at any time.

1.4 Withdrawal of Proposal

Proposals submitted early may be withdrawn by the proposing firm prior to the proposal due date specified. Following the proposal date, the proposal constitutes a binding offer and may not be withdrawn prior to the award.

1.5 Costs of Preparation

The proposing firm shall be solely responsible for any and all costs associated with developing and preparing of the proposal.

1.6 Reservation of Rights

The City of Compton reserves the right to: (a) waive minor irregularities or variances, non material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this RFP; (c) request clarifications from all proposing firms; (d) request resubmissions from all proposing firms; (e) make partial, progressive or multiple awards; and (f) withdraw or cancel this RFP without prior notice, at any time, at its sole discretion.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Objective of the Procurement

The overall and ultimate objective of this Request for Proposal is to obtain inspection and cleaning of City maintained catch basins.

2.2 Scope of Services

The contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing inspection and cleaning of City maintained catch basins. More specifically, contractor shall provide and perform the following services:

Pre-Season Inspection, Cleaning and Maintenance — Contractor shall visually inspect, clean and dispose of all debris, and perform any required minor repairs to all catch basins maintained by the City of Compton, hereafter known as a Pre-Season Cleaning, one time prior to October 1 each year. Bid price for the Pre-Season Inspection, Cleaning and Maintenance shall be on a per catch basin basis. Costs to travel to, inspect and clean the catch basin, and dispose of debris as required shall be accounted for in the per catch basin price.

Wet Season Inspection and Cleaning — Contractor shall perform regular inspection of all catch basins maintained by the City during the wet season (October to April, inclusive). Inspections shall be performed at least monthly but may be required more often if catch basins are not providing drainage at design capacity due to debris accumulation. During these subsequent inspections Contractor shall immediately clean any catch basins found to have a blocked or clogged inlet or be at least twenty five percent (25%) full of trash and debris. Contractor may be called out to clean any catch basin that is more than 25% full and may therefore potentially contribute to flooding in the sole opinion of the Street Maintenance Superintendent or designee, when rain is predicted. Contractor shall respond at no additional cost. Bid price for the Wet Season Inspection and Cleaning shall be on a per month basis for all City maintained catch basins. Costs to travel to, inspect, and clean the catch basins, and dispose of debris as required shall be accounted for in the monthly price.

Debris Disposal – Collected debris shall be legally disposed of by the Contractor. With the City's approval, collected debris may be transported to the City's yard and disposed of in properly marked bins provided by the Contractor, for stockpiling and efficient transfer to disposal site. In no case shall the bins provided by the Contractor remain in the City's yard more than 5 days past the end of any cleaning (pre-season or monthly) event. Contractor must use a City approved waste hauler. Cost for the provision of bins and cost to legally dispose is assumed to be included in cleaning cost and no further compensation will be made therefore.

Affixing Catch Basin Message — Contractor shall provide and affix a "NO DUMPING" message, in accordance with industry standards, to any catch basin without a legible "DUMPING" message. Bid price for affixing of message shall be on a per catch basin basis. For the purposes of this proposal, the Contractor should assume approximately one-fourth of the catch basins will require a new "NO DUMPING" message this year.

Documentation – Contractor shall document all message affixation, inspections and cleaning on a form provided by the Contractor and approved by the City. Contractor shall provide all disposal "load tickets" which identify the legal disposal location and net weight of all debris disposed from the City maintained catch basins. Contractor shall also note in the documentation any occurrence of broken, damaged or nonfunctioning catch basins, connector pipes, manhole covers, connector pipe screens, inlet guards and inlet grates observed during the cleanings. Photos of unsound conditions should be included in a log. Safety issues (e.g. a broken manhole cover) shall be reported to the City at once. Cost for documentation is assumed to be included in the cost and no further compensation will be made.

Traffic Control and Safety – Contractor shall provide for public and worker safety while carrying out the duties of this agreement. A traffic control plan shall be submitted at the beginning of the contract for City approval. The traffic control plan shall follow the City's standards set forth in Appendix A. The traffic control plan may require the seal of a qualified and currently registered civil engineer in the State of California, as determined by the City's Traffic Engineer.

Costs for development of an acceptable traffic control plan shall be assumed to be incurred only once. Bid price for Traffic Control plan shall be made on a lump sum basis. It shall be paid in year one only. Costs for recurring traffic control, public convenience and worker safety is assumed to be included in the cleaning cost and no further compensation will be made therefore.

When not conducting work according to the Traffic Control Plan, Contractor is responsible for following all street traffic rules as well as on site suggestions for driving within City of Compton proper.

Damage to irrigation lines, sprinklers, plant material, concrete walkways, light poles, fencing, or any public or private property, due to contractor/driver negligence shall be the responsibility of the Contractor to repair. Repairs shall be completed within forty eight (48) hours.

Administrative – Services for this scope shall be governed under the maintenance service agreement. Contractor shall obtain necessary insurances, bonds, City business license and encroachment permit. Costs for mobilization, general requirements, City permitting and licensing shall be included in cleaning cost and no further compensation will be made.

All change orders will be approved in advance by the Public Works Director. No change order is authorized until the Contractor provides an estimate and receives a signed change order request with a work schedule and a price mutually agreed upon by the City and the Contractor. No changes to the plans and specifications shall be made without the written consent of the Director. All work pursuant to this contract will be authorized by a Notice to Proceed signed by the Public Works Director.

Acceptance of Existing Conditions – By submitting a proposal and bid, Contractor acknowledges personal inspection of the Area, and has evaluated the extent to which the physical conditions thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon The City of Compton for any improvements or alterations thereof. Estimated quantities are provided by the Public Works Street Maintenance division for all work to be performed. However, it is the responsibility of the Contractor to verify by inspection and observe the various area characteristics. Maps of the City Maintained Catch Basin locations are available upon request.

3.0 PROPOSAL PACKAGE

A complete proposal package must be submitted to be considered and include one (1) original, (4) hard copies and one copy on CD or USB drive. The proposal shall consist of the elements within the following sections. E-mail submittals are not accepted.

3.1 Basic Information

- 1. Provide basic company information: owner, company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Provide form of ownership, including state of residency or incorporation, and number of years in business. Indicate if the proposing firm is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure.
- 2. Identify and provide the name of the project manager who will be assigned to this contract. The project manager is the foreman or responsible person overseeing and/or participating in the actual work. Provide all relevant

- experience along with references for the project manager, completed projects and contact information for references.
- **3.** Provide the overall qualifications and experience for the firm itself with references. These references may overlay with those for the project manager.
- 4. Overall at least three (3) references must be provided, illustrating similar and relevant experience with services provided to organizations, communities or agencies, highlighting successfully completed catch basin cleaning maintenance projects. Please include references of people, firms, or agencies that may be contacted to verify this experience. Please provide name, e-mail address, and phone number. References should be able to validate firm experience and project manager experience. Demonstrating successful experience with public agencies is highly desired.

3.2 Cost and Pricing

Provide the completed compensation schedule ("fee") herein. The total bid price shall include all work for three (3) years. The bid shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project. Bid prices shall be guaranteed for three (3) years of the contract.

3.3 Insurance Requirements

Demonstrate ability to fulfill insurance requirements as follows:

- 1. <u>Commercial General Liability Insurance</u>. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.
- **2.** <u>Automobile Liability</u>. \$1,000,000 combined single-limit per accident for bodily injury and property damage.
- Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

- 4. <u>Professional Liability</u>. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.
- 5. Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Contractor will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "additional insureds" with respect to liability arising out of the activities of the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. Prior to City's execution of the Agreement, Contractor shall furnish certificates of insurance and endorsements to City.

<u>Waiver of Subrogation</u>. The policies shall contain a waiver of subrogation for the benefit of City.

4.0 **EVALUATION**

4.1 Proposals

Each response shall be prepared simply and economically, providing straightforward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instruction contain herein.

4.2 Proposal Submission

Proposals are due at the location specified below no later than:

Thursday, June 14, 2018 at 3 pm

One original, four copies, and one copy on CD or USB drive are to be delivered to:

City of Compton
City Clerk's Office

205 South Willowbrook Avenue

Compton, CA 90220

Attention: Mr. John Strickland, Project Manager

4.3 Evaluation Criteria and Process

The following items are evaluation criteria for all qualifying proposals and will be rated on a point system basis by the evaluation team. Submittals must provide all information as required in this RFP.

- 1. Firm's qualifications and experience (5 points max)
- 2. Firm's references for experience (10 points max)
- 3. Proposed project manager's qualifications and experience (10 points max)
- 4. Proposed project manager's references for experience (10 points max)
- 5. Overall examples of similar and relevant work (15 points max)
- 6. Demonstrated successful experience with public agencies (10 points max)
- 7. Approach and responsiveness to catch basin cleaning services (15 points)
- 8. Completeness and responsiveness to RFP requirements (10 points)
- 9. Familiarity with the City of Compton (5 points)
- 10. Location of Office (5 points)
- 11. Local hire requirements (5 points)

4.4 Review of Qualifications

All qualifications received will be reviewed by the City to ensure that all administrative requirements of the RFP package have been met by the proposing firm. Failure to meet these requirements may be cause for disqualifying.

4.5 Selection and Evaluation Process

The City will complete the selection process and in its sole discretion and in the course of its evaluation, may request interviews or presentations with one or more selected proposing firms. The selection process shall be completed at the pleasure of the City, but is anticipated to conclude within thirty (30) days after submittal. An invitation maybe extended to the finalist to complete a contract for services.

4.6 Preliminary Award of Contract Schedule

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

•	Solicit Proposals for	May 24, 2018
•	Proposals Due	June 14, 2018
•	Review Proposals	June 11, 2018 (week of)
•	Interviews (if needed)	June 18, 2018 (week of)
•	Recommend Award to City Council	June 26, 2018
•	Issue Notice to Proceed	July 1, 2018

5.0 ADDENDUM

All inquiries and questions of this RFP must be submitted in writing by e-mail to jstrickland@comptoncity.org. Written responses to all written questions will be addressed in the form of an addendum and available on the City's website at www.comptoncity.org

Questions and inquiries may be answered by other means. If the website is down, responses will be provided by e-mail or fax upon request.

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.



City of Compton

Catch Basin Cleaning Compensation Sheet

Owner:	
Company Name:	
Address:	
Clty, State, Zip Code:	
Phone:	
Fax:	
E-mail:	
Catch Basin Cleaning Prices:	
ARS Catch Basins	\$per cleaning
CPS Catch Basin	\$per cleaning
ARS & CPS Catch Basin	\$per cleaning
Non-retrofitted Catch Basin	\$ per cleaning

MAINTENANCE AND MONITORING AGREEMENT BETWEEN CITY OF COMPTON AND RON'S MAINTENANCE, INC. [Catch Basin Cleanout Services]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **RON'S MAINTENANCE**, **INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 5428 South Broadway, Los Angeles, California 90037, and authorized pursuant to Resolution No. **24,818**, adopted by the City Council on **July 17, 2018**.

WITNESSETH

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor:

Contractor shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services:

Inspection and Cleaning Procedures:

- Inspect the condition of catch basin grates, Automatic Retractable Screen ("ARS") Catch Basins and Connection Pipe Screen ("CPS") Catch Basins units; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- Note the type and quantity of materials removed from each catch basis and storm drain; document any signs of vector/rodent habitats.
- Look for evidence of illegal dumping of hazardous wastes and immediately notify the CITY of materials encountered.
- Provide photographic (before and after cleaning activities) documentation of inspection and cleaning activities; minimum of 5 photographs of each basin
- Document all information from inspections/cleaning, repair and stenciling activities.

On-Going Inspections:

- Perform inspections of all identified catch basins during months of October, January and April (on an annual basis).
- Clean catch basins having blocked screen inlets, blocked screen outlets or are 40% full of trash and debris.
- Document inspection results along with providing photographic documentation.

Maintenance Agreement – Ron's Maintenance, Inc. Catch Basin Cleanout Resolution No. <u>24,818</u>/FYs 2018-2019, 2019-2020, 2020-2021

• Inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the **CITY** a minimum of one time between May 1 and September 30 of each year.

Minor Repairs:

- Make minor repairs to screens and trash collection devices that have minor damage.
- Damage beyond CONTRACTOR's capabilities will be reported to the CITY with 24 hours of discovery.

Vector/Rodents:

 Report to CITY within 24 hours of discovery, evidence of vector or rodent breeding/living activities in catch basins/storm drains.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the services.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

2. Term of Contract:

The term of this Agreement shall extend from July 1, 2018 through June 30, 2021, unless this Agreement is terminated earlier as provided herein. If mutually agreed to by the parties, the term of this Agreement may be amended for up to two (2) one (1) year term extensions.

3. Compensation:

The method of payment for this Contract will be on **Price Per Unit** as follows:

	# Units	s <u>Unit Price</u>	Extended	# Occurrences	Annual
			Price_		<u>Total</u>
ARS CB	547	\$20.00 each	\$ 10,940.00	6	\$ 65,640
CPS CB	1136	\$20.00 each	\$ 22,720.00	6	\$136,320
Non-retrofitted					
CB	<u>99</u>	\$20.00 each	\$ 1,980.00	6	\$ 11,880
Grand Total	1782		\$ 24,948.50		\$213,840

Maintenance Agreement – Ron's Maintenance, Inc. Catch Basin Cleanout Resolution No. <u>24,818</u>/FYs 2018-2019, 2019-2020, 2020-2021

The total price paid the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the Contractor is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed that the maximum amount of compensation payable to Contractor for services performed and completed each contract year is limited to the sum of **Two Hundred Thirteen Thousand Eight Hundred Forty Dollars (\$213,840) each year**, and limited to a total of **Six Hundred Forty One Thousand Five Hundred Twenty Dollars (\$641,520.00)** for all 3-years of the Agreement.

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Agreement.

4. <u>Indemnity:</u>

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

Maintenance Agreement – Ron's Maintenance, Inc. Catch Basin Cleanout Resolution No. 24,818/FYs 2018-2019, 2019-2020, 2020-2021

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the City.

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

5.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

- **5.2.1** Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.
- 5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.
- **5.2.3 Automotive Liability.** Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **One**

Maintenance Agreement – Ron's Maintenance, Inc. Catch Basin Cleanout Resolution No. <u>24,818</u>/FYs 2018-2019, 2019-2020, 2020-2021

Million Dollars (\$1,000,000.00) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

- **5.3 Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.
- **5.3.1** The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:
- .a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as "additional insured" with regard to liability and defense of suits or claims arising out of the performance of the Agreement.
- .b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.
- .c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.
- **5.3.2** The policy or policies of insurance required by Section 5.2.3 (Automobile Liability) shall be endorsed to provide the following:
- .a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.
- **5.3.3** The policy or policies of insurance required by Section 5.2.2 (Workers' Compensation) shall be endorsed to provide the following:
- .a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- .b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.
- **5.4 Waiver of Subrogation.** Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.
- **5.5 Deductible.** Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 5.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified

copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- **5.7** Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- **5.8 Insurance for Subcontractors.** All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an "additional insured" to the subcontractor's policies.

6. Safety:

- **6.1** Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.
- **6.2** Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:
- .a Employees and all other persons at the location where services are rendered ("Site");
- **.b** Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and
- **.c** The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.
- **6.3** Contractor shall designate an individual at the Site of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.
- **6.4** Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.
- **6.5** If City deems any part of the work or Sites unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

7. Non-Discriminatory Employment Practices:

During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. The Contractor will take affirmative action to

ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successors and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Warranties:

The Contractor guarantees work performed at the location defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

10. <u>Independent Contractor Status:</u>

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

11. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. <u>Termination:</u>

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

- **12.1** If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.
- **12.2** If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.
- **12.3** If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.
 - **12.4** Pursuant to the provisions of Section 5 above.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

13. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement shall be the property of the City, whether or not the services are completed.

14. Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this

Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. Waivers:

A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

16. <u>Amendments</u>:

This Agreement may be modified or amended only by written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

17. Notice:

All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor: Ron's Maintenance, Inc.

5428 South Broadway Street Los Angeles, California 90037 Attn: Ron Norman, President

(562) 861-2430 (562) 861-2418 – fax.

To City: City of Compton

205 South Willowbrook Avenue Compton, California 90220 Attn: Director of Public Works

(310) 605-5505 (310) 605-6236 – fax.

With copy to: City of Compton

205 South Willowbrook Avenue Compton, California 90220

Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

18. Contractors' Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of

public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. <u>Covenants Against Contingent Fees:</u>

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Waivers:

The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Entire Agreement:

This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

23. Governing Law and Severability:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

24. Federal and State Withholding Taxes:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

25. <u>Certifications:</u>

Debarment and Suspension Certification

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years:
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of
 competent jurisdiction in any matter involving fraud or official misconduct in connection with
 obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or
 contract under a public transaction; violation of Federal or state antitrust statutes or commission
 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false
 statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

	Ron Norman, President	(Date)
26.	Miscellaneous:	
		ne terms of this Agreement have been mutually negotiated against either City or Contractor on the basis that either fting of such documents.
litigat reasc	t to litigation to enforce the provisions of tion shall be entitled, in addition to such	presentative, successor or assign of either party hereto, f this Agreement, the party or parties prevailing in such other relief as may be granted, to recover its or their ch litigation from the party or parties against whom
Mana	IN WITNESS WHEREOF, Contractor ager, who is authorized to do so, has execu	has executed this Agreement, and the City, by its City ited this Agreement.
	'S MAINTENANCE, INC. TRACTOR	
Date	d:	By Ron Norman, President
	OF COMPTON ommended for Approval:	
By _ Wend	dell E. Johnson, P.E., Public Works Dire Public Works Department	Dated: ctor
Appr	roved by:	
Date	d:	Ву
	Pi	age 12 of 13

Maintenance Agreement – Ron's Maintenance, Inc. Catch Basin Cleanout Resolution No. 24,818/FYs 2018-2019, 2019-2020, 2020-2021 Cecil W. Rhambo, Jr., City Manager

Approved as to form:	
By Craig J. Cornwell, City Attorne	Dated:
	ATTEST:
Dated:	By Alita Godwin, City Clerk

City Council Meeting

March 16, 2021

NEW BUSINESS

<u>City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 7</u>

RECOMMENDATION

- Approve Amendment No. 7 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

In October 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Bellflower. The original agreement with Bellflower included the maintenance of forty (40) signalized intersections and three (3) flashing beacon locations. Over the years, the City of Bellflower has installed new signals and added parking lot lighting and street lighting maintenance to the agreement. Recently, Bellflower has installed new devices at 5 locations and has requested that the City of Santa Fe Springs take over the maintenance of these new devices at the 5 locations. Upon the approval of this amendment the City of Santa Fe Springs will now maintain Bellflower's fifty-three (53) signalized intersections, four (4) flashing beacons, three (3) flashing pedestrian warning signs, one (1) in-pavement light system, four (4) radar speed feedback signs 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

The scope of work remains unchanged and the monthly charges remain the same as Santa Fe Springs will continue to provide routine maintenance to the traffic signals and flashing beacons and extraordinary maintenance to the street lights, in-pavement lighting, and radar feedback signs.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment No. 7.

FISCAL IMPACT

The addition of the five devices to the agreement would generate at least \$2,940 per year in additional revenue.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Amendment No. 7

Attachment No. 2: Exhibit A

Report Submitted By: Noe Negrete // Language Date of Report: March 11, 2021

Director of Public Works

AMENDMENT NO. 7 TO AGREEMENT FILE NO. 242.1 BETWEEN THE CITY OF BELLFLOWER AND SANTA FE SPRINGS SIGNAL STREET NAME SIGN AND HIGHWAY

FOR TRAFFIC SIGNAL, STREET NAME SIGN, AND HIGHWAY LIGHTING MAINTENANCE

THIS AMENDMENT NO. 7 ("Amendment") is made and entered into this 16th day of March, 2021, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("Bellflower"), and the CITY OF SANTA FE SPRINGS, a municipal corporation ("Contractor").

SECTION 1. Pursuant to Section 2 of Agreement File No. 242.1 ("Agreement"), Section 4(a) (Payment) is amended to read as follows:

"4. PAYMENT

- (a) Bellflower agrees to pay Contractor a flat monthly rate of \$70.00 per signal (53 signals) and \$35.00 per flasher (10 flashers or flasher equivalent devices), as listed in Exhibit A, for routine maintenance based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Bellflower."
- **SECTION 2.** Exhibit A (Location for Maintenance of Traffic Control Devices) is replaced by the attached Exhibit A.
- **SECTION 3.** This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
- **SECTION 4.** Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Bellflower's fifty-three (53) signalized intersections, four (4) flashing beacons, three (3) flashing pedestrian warning signs, one (1) in-pavement light system, four (4) radar speed feedback signs 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

[SIGNATURES ON NEXT PAGE]

City of Bellflower Agreement File No. 242.1 - Amendment No. 7 Santa Fe Springs Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BELLFLOWER	CITY OF SANTA FE SPRINGS	
Jeffrey L. Stewart, City Manager ATTEST:	Raymond R. Cruz, City Manager ATTEST:	
Mayra Ochiqui, City Clerk	Janet Martinez, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO FORM:	
Karl H. Berger, City Attorney	Ivy M. Tsai, City Attorney	
Attachments:		

Exhibit A – Location for Maintenance of Traffic Control Devices

CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 1	Alondra Boulevard & Bellflower Boulevard	6	0
BLF 2	Alondra Boulevard & Clark Avenue	4	0
BLF 3	Alondra Boulevard & Cornuta Avenue	2	0
BLF 4	Alondra Boulevard & Eucalyptus Avenue	2	0
BLF 5	Alondra Boulevard & McNab Avenue	2	0
BLF 6	Alondra Boulevard & Ryon Avenue	2	0
BLF 7	Alondra Boulevard & Virginia Avenue	2	0
BLF 8	Alondra Boulevard & Woodruff Avenue	4	0
BLF 9	Ardmore Avenue & Artesia Boulevard	3	0
BLF 10	Ardmore Avenue & Flower Street	4	0
BLF 11	Artesia Boulevard & Bellflower Boulevard	6	0
BLF 12	Artesia Boulevard & Canehill Avenue	2	0
BLF 13	Artesia Boulevard & Clark Avenue	4	0
BLF 14	Artesia Boulevard & Palo Verde Avenue	4	1
BLF 15	Artesia Boulevard & Woodruff Avenue	4	0
BLF 16	Beach Street & Woodruff Avenue	2	0
BLF 17	Bellflower Boulevard & Belmont Street	4	0
BLF 18	Bellflower Boulevard & Somerset Boulevard	4	0
BLF 19	Bellflower Boulevard & Flora Vista Street	4	0
BLF 20	Bellflower Boulevard & Flower Street	4	0
BLF 22	Bellflower Boulevard & Jefferson Street	2	0
BLF 23	Bellflower Boulevard & Oak Street	4	0
BLF 24	Bellflower Boulevard & Park Street	2	0
BLF 25	Bellflower Boulevard & Ramona Street	4	0
BLF 26	Bellflower Boulevard & Rose Street	6	0
BLF 27	Bellflower Boulevard & Rosecrans Avenue	4	0
BLF 28	Cedar Street & Clark Avenue	2	0
BLF 29	Civic Center Drive & Flower Street	2	0
BLF 30	Clark Avenue & Somerset Boulevard	4	0

CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 31	Clark Avenue & Flower Street	4	0
BLF 33	Clark Avenue & Oak Street	1	0
BLF 34	Clark Avenue & Park Street	2	0
BLF 35	Clark Avenue & Rosecrans Avenue	4	0
BLF 36	Somerset Boulevard & Ryon Avenue	2	0
BLF 37	Somerset Boulevard & Woodruff Avenue	4	0
BLF 38	Flora Vista Street & Woodruff Avenue	3	0
BLF 40	McNab Avenue & Rosecrans Avenue	2	0
BLF 41	Palo Verde Avenue & 183rd Street/Allington	4	3
BLF 42	Rosecrans Avenue & Woodruff Avenue	4	0
BLF 43	Prichard Street & Clark Avenue	4	0
BLF 44 ¹	Somerset Boulevard (EB) w/o Cabell Avenue	0	0
BLF 45 ¹	Somerset Boulevard (WB) e/o Eucalyptus Avenue	0	0
BLF 46 ¹	Somerset Boulevard & McNab Avenue (NE & SW cor) (2 flashers)	0	0
BLF 47	Alondra Boulevard & Pacific Avenue	2	0
BLF 48	Clark Avenue at Bike Trail	2	0
BLF 49	Flora Vista Street at Flower Street	3	0
BLF 50 ²	Palm Street at Virginia Avenue - IP Crosswalk Lights and Flashing Ped Xing Signs	0	0
BLF 51 ³	Palm Street e/o Virginia Avenue EB & WB Radar Feedback Signs	0	0
BLF 52	Artesia Boulevard & California Avenue	2	0
BLF 53	Bellflower Boulevard & Walnut Street	4	0
BLF 55 ⁴	Bellflower Boulevard & Laurel Street	0	0
DI E CO	Flashing Ped Xing Signs	2	0
BLF 56	Lakewood Boulevard at Paramount Place	3	2
BLF 57	Lakewood Boulevard at Somerset Boulevard	6	0
BLF 58	Lakewood Boulevard at Paseo Street	1	0
BLF 59	Lakewood Boulevard at Alondra Boulevard	4	0
BLF 60	Lakewood Boulevard at Flower Street	6	0

CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 61	Lakewood Boulevard at Artesia Boulevard	4	0
BLF 62 ⁴	Somerset Boulevard at Eucalyptus Avenue (SE & NE cor) Flashing Ped Xing Signs	0	0
BLF 63 ⁴	Eucalyptus Avenue bet Somerset Boulevard & Linden Street Flashing Ped Xing Signs	0	0
BLF 64 ³	Eucalyptus Avenue bet Somerset Boulevard & Linden Street NB & SB Radar Feedback Signs	0	0
BLF 65	Bellflower Boulevard at Mayne Street	4	0
BLF 66	Woodruff Avenue at Lindale Street	3	0

updated 03/10/2021

Note: nos. 21, 32, 39, & 54 not used.

¹ Indicates locations that are flashers.

² Indicates locations that are flashing pedestrian signs or in-pavement crosswalk lights billed as one flasher.

³ Indicates locations that are radar feedback signs billed as one flasher.

⁴ Indicates locations that are RRFB's billed as one flasher.

March 16, 2021

City Council Meeting

NEW BUSINESS

Approval of Parcel Map No. 82709 - 9883 Greenleaf Avenue

RECOMMENDATION

- Approve Parcel Map No. 82709;
- Find that Parcel Map No. 82709 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 82709.

BACKGROUND

The Planning Commission, at its regular meeting on February 12, 2020, approved Tentative Parcel Map No. 82709 which included the consolidation of seven (7) existing parcels into a single parcel, measuring ±25.33-acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053).

A Parcel Map is required for the consolidation of the existing parcels into one parcel. Approval of the proposed parcel map would provide the applicant with the ability to develop and/or sell the property as one parcel. A full-sized copy of the parcel map is available in the office of the City Clerk. The Planning Commission report for tentative Parcel Map No. 82709 is also available in the office of the City Clerk.

FISCAL IMPACT

None

INFRASTRUCTURE IMPACT

None

Raymond R. Cruz City Manager

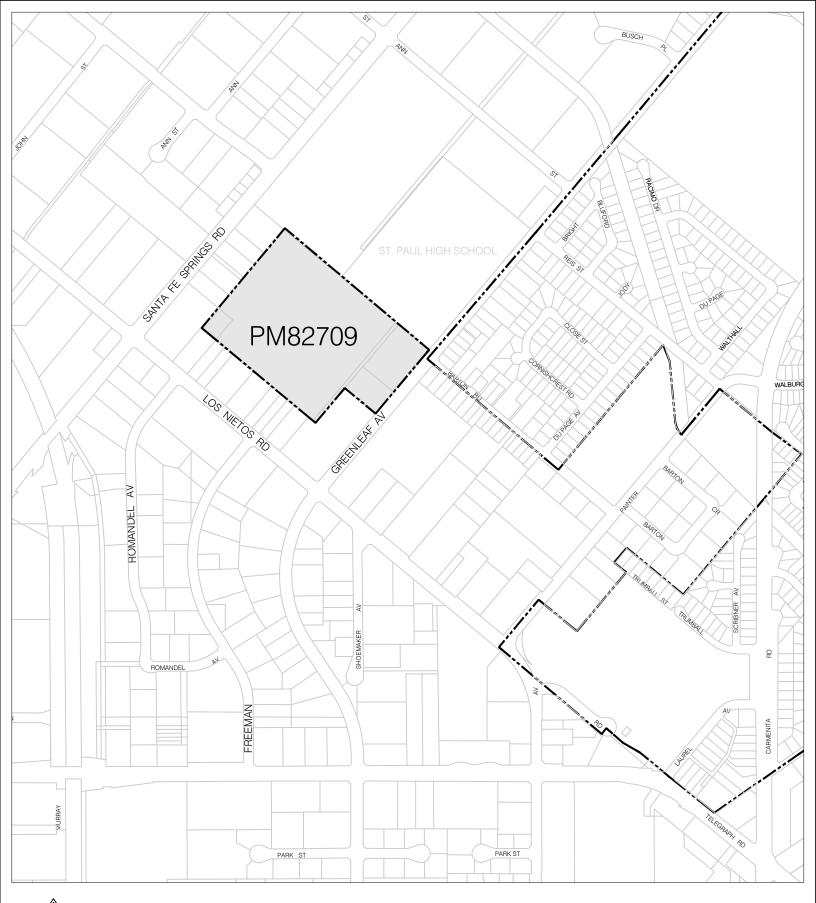
Attachments:

Attachment No. 1: Location Map

Report Submitted By: Noe Negrete

Director of Public Works

Date of Report: March 11, 2021





LOCATION MAP

PARCEL MAP NO. 82709

9883 GREENLEAF AVENUE

PRESENTATION

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

RECOMMENDATION

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

BACKGROUND

Three (3) Firefighter Candidates were hired on January 4th, 2021 to replace current vacancies in the Department of Fire-Rescue.

The three (3) new employees are currently on their assignments after completion of a comprehensive six-week orientation academy instructed by Santa Fe Springs Fire-Rescue personnel. They will continue their training throughout their first year of employment and will be tested quarterly covering each of the many skills they will be tasked with learning.

The three (3) new firefighters are considered Firefighter Candidates until their successful completion of a one-year probation. At that time they will receive permanent status with the City and receive their Santa Fe Springs Department of Fire-Rescue firefighter badge and compliment of new personal protective equipment.

New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

Robert Cooper Daniel Donis Derek Gard

> Raymond R. Cruz City Manager

mel L.

Date of Report: March 11, 2021

Report Submitted By: Fire Chief Brent Hayward

Department of Fire-Rescue

March 16, 2021

City of Santa Fe Springs

City Council Meeting

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vecencies	Caunailmamhar
Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Heritage Arts	1	Zamora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	3 2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Rodriguez

Applications Received: None.

Recent Actions: Mayor Mora appointed Jilliana Casillas to Youth Leadership Committee, Councilmember Trujillo appointed Dolores Duran to Senior Advisory Committee.

Raymond R. Cruz City Manager

Attachment(s):

- 1. Prospective Members
- 2. Committee Lists

Report Submitted by: Fernando N. Muñoz

City Clerk's Office

Date of Report: March 11, 2021

Prospective Members for Various Committees/Commissions

Beautification and Historical* (*pending name change)
Phillip Gonzalez
Family & Human Services
Heritage Arts
Personnel Advisory Board
Parks & Recreation
Danielle Pavageau
Planning Commission
rialiling Commission
Senior Citizens Advisory
Sister City
Traffic Commission
Youth Leadership

BEAUTIFICATION AND HISTORICAL ADVISORYCOMMITTEE*

*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placensia Irma Huitron Vacant	
Zamora	Annette Ramirez Vacant Vacant Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Vacant	
	le e	
Rodriguez	Vacant	
	Sally Gaitan	
	Mark Scoggins	
	Vacant	
Trujillo	Jacqueline Martinez Kay Gomez Vacant Merrie Hathaway	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the

Committee

Council Liaison: Rodriguez

Council Elaloon:	g	
APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva*	
	Vacant	
	Miriam Herrera	
Zamora	Gaby Garcia	
	Christina J. Colon	
	Gilbert Aguirre	
	Cilbort / (gainte	
Sarno	Dolores Duran	
	Janie Aguirre	
	Peggy Radoumis	
Rodriguez	Shamsher Bhandari	
	Elena Lopez	
	Hilda Zamora	
Trujillo	Dolores Romero	
	Laurie Rios*	

Organizational Representatives: Nancy Stowe

(Up to 5) Evelyn Castro-Guillen

Elvia Torres

Bonnie Fox

(SPIRITT Family Services)

^{*}Indicates person currently serves on three committees

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	Vacant	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	
Committee Representatives Family and Human Services Committee Beautification and Historical Committee Planning Commission Chamber of Commerce Council/Staff Representatives	Vacant Sally Gaitan Gabriel Jimenez Debbie Baker	
Council Liaison	Annette Rodriguez	
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.,

TERM EXPIRES

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: Council Liaison: Mora

APPOINTED BY

APPOINTED BY	NAME	DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant Vacant Vacant	
Sarno	Kenneth Arnold Mary Anderson Jeannette Lizarraga Vacant Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Trujillo	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger Vacant	

^{*}Indicates person currently serves on three committees

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel

Board, 1 by Firemen's Association, 1 by

Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY	NAME
Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
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 Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura Astrid Shesterkin Vacant Vacant Vacant	
Zamora	Vacant Elena Lopez Armendariz Josefina Lara Vacant Vacant	
Sarno	Sally Gaitan Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	
Rodriguez	Yoko Nakamura Linda Vallejo Hilda Zamora Martha Villanueva* Nancy Krueger	
Trujillo	Dolores Duran Vacant Vacant Vacant Vacant	

^{*}Indicates person currently serves on three committees

SISTER CITY COMMITTEE

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

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

Membership: 25 Council Liaison: Mora

APPOINTED BY	 NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva* Doris Yarwood Laurie Rios* Peggy Radoumis Francis Carbajal*	
Zamora	Vacant Vacant Vacant Vacant Vacant	
Sarno	Manny Zevallos Vacant Jacqueline Martinez Vacant Vacant	
Rodriguez	Jeannette Wolfe Shamsher Bhandari Vacant Vacant Vacant	
Trujillo	Charlotte Zevallos Andrea Lopez Vacant Marcella Obregon Vacant	

^{*}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
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

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

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
Zamora	Joseph Casillas Savanna Aguayo Valerie Melendez Christian Zamora	
Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez Vacant Vacant Vacant	
Trujillo	Bernardo Landin Isaac Aguilar Andrew Bojorquez Alan Avalos	