



CITY OF SANTA FE SPRINGS
MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR
AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, MARCH 5, 2024
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

Jay Sarno, Mayor
William K. Rounds, Mayor Pro Tem
Juanita Martin, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember

CITY MANAGER
René Bobadilla, P.E.

CITY ATTORNEY
Ivy M. Tsai

CITY STAFF

Assistant City Manager
Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Planning
Director of Police Services
Director of Public Works
City Clerk

Nicholas Razo
Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Wayne Morrell
Dino Torres
James Enriquez
Janet Martinez

NOTICES

This City Council Meeting (“Council”) will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City’s YouTube Channel and can be accessed on the City’s website via the following link:

https://santafesprings.org/city_council/city_council_meetings/index.php

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.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk’s Office 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. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS

1. ATHLETIC FIELD AND FACILITY ALLOCATION POLICY (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Athletic Field and Facility Allocation Policy (Attachment A); and
- 2) Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

HOUSING SUCCESSOR

2. MINUTES OF THE FEBRUARY 6, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

3. MINUTES OF THE FEBRUARY 6, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

4. MINUTES OF THE FEBRUARY 6, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

5. STREET LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9897 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9897, ordering the preparation of the Engineer’s Report for Fiscal Year 2024/25 in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- 2) Take such additional, related action that may be desirable.

6. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9898 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9898, ordering the preparation of the Engineer’s Report for Fiscal Year 2024/25 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive); and
- 2) Take such additional, related action that may be desirable.

7. POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and
- 2) Take such additional, related action that may be desirable.

8. REVISED 2024 5K FUN RUN/WALK TRAFFIC CONTROL PLANS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the revised traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue, and Telegraph Road for the detouring of traffic for the 2024 5K Fun Run/Walk route on Saturday, March 9, 2024.

9. AUTHORIZATION TO ADVERTISE FOR BIDS – DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Request for Bids and specifications contained therein; and
- 2) Authorize the Director of Parks and Recreation to advertise for bids for daily pool maintenance and pool equipment repair services; and
- 3) Take such additional, related action that may be desirable.

10. RESOLUTION NO. 9899 – APPROVING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE COUNTY OF LOS ANGELES (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Resolution No. 9899 – the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five-year period commencing on July 1, 2024, and in so doing, authorize the Mayor to execute the agreement documents; and
- 2) Take such additional, related action that may be desirable.

11. ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS (RFQ) (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the Director of Planning to advertise a Request For Qualifications for On-Call Professional Environmental Consulting Services; and
- 2) Take such additional, related action that may be desirable.

12. APPROVE AGREEMENT WITH CLEARGOV FOR BUDGET MANAGEMENT SOFTWARE (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a three (3) year software as a service (SaaS) Agreement with ClearGov for Budget Management Software for Fiscal Year (FY) 2024-2027.

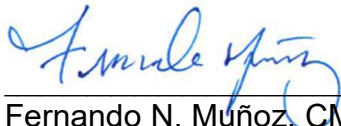
APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City’s website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



Fernando N. Muñoz, CMC, Deputy City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Gus Hernandez, Director of Parks & Recreation
SUBJECT: ATHLETIC FIELD AND FACILITY ALLOCATION POLICY
DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the Athletic Field and Facility Allocation Policy (Attachment A); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact with approving the proposed policy. However, by efficiently managing field and facility allocation, the City can optimize revenue generation from athletic field and facility rentals while minimizing the risk of damage and liability. Moreover, promoting sports activities and wellness initiatives can lead to potential savings in healthcare costs and contribute to the overall economic vitality of Santa Fe Springs.

BACKGROUND

The City of Santa Fe Springs' Parks and Recreation Department, is responsible for coordinating and allocating athletic fields and sports facilities to organizations and the general public for various activities and programs. The demand for these spaces often exceeds availability, prompting the need for a comprehensive policy to ensure fair and equitable allocation of field space and to ensure that Santa Fe Springs' residents are prioritized above other non-resident groups. Currently, fields are allocated on a first-come, first-served basis, regardless of residency status.

ANALYSIS

The proposed *Athletic Field and Facility Allocation Policy* aims to establish clear guidelines for the allocation process, prioritize access for Santa Fe Springs' residents and community-based organizations, and promote the use of athletic fields and facilities to support sports activities, as well as overall health and wellness. The policy seeks to achieve these goals by implementing regulations and processes for fair distribution, coordination of multiple spaces, preservation of facilities, prevention of unsafe or impermissible uses, and ensuring financial accountability for any damage incurred.

ENVIRONMENTAL

By promoting the use of athletic fields and facilities for recreational activities, the policy indirectly supports environmental sustainability by encouraging outdoor physical activities that can contribute to public health and well-being. Increased utilization of these spaces may also foster a greater connection to nature among residents and promote stewardship of local parks and green spaces.

DISCUSSION

The adoption of this policy is crucial for the effective management of athletic fields and facilities in Santa Fe Springs. By establishing transparent and consistent procedures, the City can better meet the needs of residents and organizations while maximizing the use of available resources. Additionally, prioritizing access for local residents and community-based groups aligns with the City's commitment to serving its constituents and promoting active lifestyles.

The new policy also prioritizes Santa Fe Springs' residents, where teams that meet a 60% Santa Fe Springs resident threshold will receive priority usage of the fields. The priority groups are as follows:

1. Activities or programs conducted and/or sponsored or co-sponsored by the City of Santa Fe Springs.
2. Recognized Groups (priority per agreement with the City):
 - a. Metropolitan Little League
 - b. Norwalk/Santa Fe Springs Saints Football & Cheer
3. Schools located within the City of Santa Fe Springs boundaries
4. Resident Youth Non-Profit Groups (60% residency)
5. Non-Profit Resident Adult Groups (60% residency)
6. Business Resident Groups (60% residency)
7. Youth Resident Groups (60% residency)
8. Adult Resident Groups (60% residency)
9. Youth Non-Resident, Non-Profit Groups
10. Youth Non-Resident Groups
11. Adult Non-Resident, Non-Profit Groups

12. Adult Non-Resident Groups

13. All Other Groups

Furthermore, the proposed policy was thoroughly vetted through the Parks and Recreation Advisory Committee (PRAC) at their regular meeting on February 7, 2024. PRAC unanimously supports submitting this policy to the City Council for consideration. Additionally, the proposed policy follows best practices and meets industry standards for allocating athletic field space.

SUMMARY/NEXT STEPS

If approved, the *Athletic Field and Facility Allocation Policy* will be disseminated to all relevant stakeholders, including local sports organizations, community groups, and City staff responsible for field management. Training sessions may be conducted to ensure understanding and compliance with the new policy. Additionally, ongoing monitoring and evaluation will be conducted to assess the effectiveness of the allocation process and identify any necessary adjustments or improvements.

ATTACHMENT(S):

- A. Proposed Athletic Field and Facility Allocation Policy
- B. Athletic Field & Facility Use Application & Agreement

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



ATHLETIC FIELD & FACILITY POLICY



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City of Santa Fe Springs Field and Facility Allocation Policy

1) INTRODUCTION

The City of Santa Fe Springs (City) Parks and Recreation Department coordinates and allocates athletic fields/space and sports facilities to organizations and the general public for athletic, cultural, social, recreational activities and programs. The City will work to ensure fair and equitable allocation of space.

While the demand often exceeds field and/or facility availability, the City will make every effort to allocate fields and facilities in a manner that provides the greatest access to Santa Fe Springs residents. All organizations requesting field or facility use must abide by the rules outlined in these policies to maximize field and facility space.

2) GOALS

The goals of this policy are to establish fair and equitable processes for allocating the City's athletic fields and facilities and to ensure that Santa Fe Springs residents and community-based organizations have priority access to the City's athletic fields and facilities. The City wants to encourage the use of its athletic fields and facilities to support sports activities and promote health and wellness for all participants.

3) PURPOSE

The purpose of this policy is to establish regulations and processes to ensure fair and equitable access of athletic fields/space and facilities; to coordinate multiple field/facility spaces; to assure preservation of athletic fields and facilities; to prevent uses that are unsafe, unlawful, or impermissible; and to assure financial accountability for damage caused by field or facility use.

4) DEFINITION OF TERMS

For the purpose of this policy, below are the definitions or terms that are used within this policy:

- A. Adult: A person age 18 or older.
- B. Adult Group: An organization serving participants ages 18 and over with a minimum of ten (10) participants.
- C. Application: A formal request for the use of an athletic field or facility. An application that is submitted does not guarantee the use of a field.
- D. City: The City of Santa Fe Springs.
- E. Facility: Indoor athletic space.
- F. Field or Space: Outdoor athletic space. Field or Space can be used interchangeably.
- G. Non-profit: A group or team not making or existing to make a profit and such a group or team must be recognized by the Internal Revenue Service (IRS) as a non-profit organization in good standing. Proof of good standing from the IRS must be current and on file with the City at all times.

- H. Organized group: A group or team that is defined by a team name, a team uniform, a manager, a coach(es), runs drills during practice, and/or keeps score when playing a game.
- I. Recognized Group: Recognized Groups have formal agreements with the City and are in partnership with aforementioned non-profit organizations. These organizations exist with an “Everyone Plays” philosophy where registration is open and non-exclusive to any youth in the community and the City.
- J. Reservation or Permit: These can be used interchangeably and is the permission given to a person, company, or organization to use a field(s). Approvals in the form of a permit or reservation are authorized and given only after: fees are paid, a review of field availability has been conducted, the permit is signed by an authorized Parks and Recreation employee, and the appropriate certificates of insurance and required endorsements are on file with the City.
- K. Resident: A person whose primary residence is in the City of Santa Fe Springs (and those unincorporated zip codes that the Planning Department had determined to be resident status).
 - i. Business Resident: A person who works in the City and can provide written proof (business card or paycheck stub with the company name and Santa Fe Springs address), a business owner in Santa Fe Springs, and whose name is on the business license.
 - ii. School Resident: A school resident is defined as a student who attends a school within the City limits (boundary) but resides in a City that is not Santa Fe Springs.
- L. Resident Team: An organization or team comprised of at least 60% residents of the City.
- M. Resident Percentage Status (RPS): RPS is calculated by dividing the total number of Santa Fe Springs Resident Participants by the total number of participants in the qualifying organization. For example: Organization A has a total of 700 participants, with 500 of those Santa Fe Springs Resident Participants. Therefore, RPS equals 500/700, or 71.4%.
- N. Rest and Renovation: The portion of the year when the athletic fields are closed for maintenance.
- O. Roster: A list of members of a team or organization, listing the player’s name, address, phone number, and school (if a school resident). If a player is a school resident, a report card or school ID may be required.
- P. Subleasing, or Assignment: The transfer of rights held by one party (the applicant) to a third party.
- Q. User: Any person, company, or organization that requests the use of a field(s)/space/facility.
- R. Vendor: A person, group, team, or organization selling, distributing information, marketing, soliciting future sales, fundraising, or providing giveaways.
- S. Youth: A person aged 17 years or younger.
- T. Youth Group: An organization serving participants ages 17 and under with a minimum of ten (10) participants.

5) ATHLETIC FIELDS AND FACILITIES AVAILABLE

Facility/Park	Address
Activity Center	11155 Charlesworth Road
Lakeview Park	10225 Jersey Avenue
Lake Center Athletic Park	11641 Florence Avenue
Little Lake Park	10900 Pioneer Boulevard

Los Nietos Park	11143 Charlesworth Road
Santa Fe Springs Athletic Fields	9720 Pioneer Boulevard
Santa Fe Springs Park	10068 Cedardale Drive

***You must contact the City of Norwalk for all Monday-Thursday Little Lake Park reservations.**

Facility/Park	Usage Type	Field/Court	Level
Activity Center	Basketball/Racquetball/ Volleyball	Basketball Full Court (1) Racquetball Courts (2) Volleyball Court (1)	2
Lakeview Park	Soccer/Football	LVP Open Field	2
Lake Center Athletic Park	Soccer/Football	East Field*	2
Lake Center Athletic Park	Soccer/Football	South Field	2
Lake Center Athletic Park	Soccer/Football	North Field	2
Lake Center Athletic Park	Baseball/Softball** 60', 65'	Field 1*	1
Lake Center Athletic Park	Baseball/Softball** 60', 65'	Field 2*	1
Lake Center Athletic Park	Baseball/Softball** 90'	Field 3*	2
Little Lake Park	Baseball/Softball**	Field 1*	2
Little Lake Park	Baseball/Softball**	Field 2*	2
Little Lake Park	Baseball/Softball	Field 3	2
Little Lake Park	Baseball/Softball**	Field 4	2
Little Lake Park	Soccer/Football	Open Field	2
Los Nietos Park	Baseball/Softball** 60', 65', 70'	LNP Field East*	2
Los Nietos Park	Baseball/Softball** 60', 65', 70'	LNP Field West*	2
Los Nietos Park	Soccer/Football	LNP Open Field*	2
Santa Fe Springs Park	Soccer/Football	SFSP Open Field	2
Santa Fe Springs Athletic Fields	Baseball/Softball** 60', 65'	Jersey Field 1*	1
Santa Fe Springs Athletic Fields	Baseball/Softball** 60', 65'	Jersey Field 2*	1
Santa Fe Springs Athletic Fields	Soccer/Football	Jersey Field East*	2
Santa Fe Springs Athletic Fields	Soccer/Football	Jersey Field West*	2

***indicates fields with lights**

**** All softball/baseball reservations include bases.**

Level 1: Youth Field/Facility

Level 2: Youth and Adult Field/Facility

6) CONCESSION STANDS/SNACK BARS

- A. Snack bars located at the athletic fields are not available to user groups.
- B. Permission from the City is required to sell food or merchandise at any City field/facility.
- C. A Health Department certificate to cook or serve food at the reservation site is required and must be on file at the Town Center Hall before selling/serving food. Selling pre-packaged food items requires permission from the City and approval from the LA County Health Department. For a full listing of LA County Health Department requirements, please visit <http://www.publichealth.lacounty.gov/eh>.
- D. The City will not be involved if the Health Department decides to close the site due to non-compliance.
- E. All equipment brought onto the location must be removed at the end of the day.
- F. All trash and debris must be picked up and disposed of in the trash bin. The area must be cleaned.
- G. If using a griddle/grill, fireproof grill mat must be placed under the entire griddle/grill to catch any oil/grease drippings.
- H. Hot coals must be must be extinguished completely and disposed of in a designated fire-safe container to prevent accidental fires.

7) CLASSIFICATIONS AND ALLOCATION PRIORITY

The following classification groups are provided for the sole purpose of determining priority in field/facility allocation and applicable fees.

- A. Activities or programs conducted and/or sponsored or co-sponsored by the City of Santa Fe Springs.
- B. Recognized Groups
 - i. Metropolitan Little League (priority per agreement with the City). Norwalk/Santa Fe Springs Saints Football & Cheer (priority per agreement with the City).
- C. Schools located within the City of Santa Fe Springs boundaries
- D. Resident Youth Non-Profit Groups (60% residency)
- E. Non-Profit Resident Adult Groups (60% residency)
- F. Business Resident Groups (60% residency)
- G. Youth Resident Groups (60% residency)
- H. Adult Resident Groups (60% residency)
- I. Youth Non-Resident, Non-Profit Group
- J. Youth Non-Resident Groups
- K. Adult Non-Resident, Non-Profit Group
- L. Adult Non-Resident Groups
- M. All Other Groups

Determination of eligibility of a team, group, or organization may be directed to the Manager of Parks and Recreation, or designee.

8) GENERAL PROCEDURES

Applications & Reservations

- A. Organized groups wishing to make a reservation must complete an Athletic Field or Facility Application for using an athletic field/facility and shall be issued only to responsible adults (over age 21) with the authority to represent the organization or team and who will be present at the athletic field throughout the activity.
- B. The applicant (or in the case of an organization, a designated representative) shall directly handle all matters concerning the reservation in interactions with staff from the Parks and Recreation Department.
- C. All applicants must possess a valid California Driver’s license or California Identification Card.
 - i. Current users must provide updated contact information such as personal phone number and email anytime there is a change made. This is how the city will communicate with the user.
- D. Athletic field applications can be submitted via an online platform as follows:

Reservation Period	Application Submittal Start	Application Submittal Deadline
May, June, July	February 1	February 15
August, Sept, Oct	May 1	May 15
November, December, Jan	August 1	August 15
February, March, April	December 1	December 15

- i. The team roster must be submitted along with the application request. The deposit, processing fee, and insurance certificate are needed once the reservation request has been approved.
 - ii. Applications received after the submittal deadline for the Reservation Period, will be considered on a first-come, first-served basis.
- E. Athletic field/facility reservations may not be allowed on the following holidays and city special event days (subject to change):

City observed holidays:

- New Year’s Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving

City conducted special events:

- President’s Day Penny Carnival
- Easter Eggstravaganza
- Weekend of Art Fest
- Independence Day Celebration (July 3rd)
- Fiesta Patrias (September)
- Halloween Carnival
- Tree Lighting Ceremony

- F. If rental policies outlined in the field application, or any applicable City, County, State or Federal laws, rules, or regulations are violated, the City maintains the right to amend/revoke permission for the use of any field(s) at any time and deny future use of any City facility.
- G. Soccer and Football games and practices are not allowed on softball/baseball infields.

- H. Groups/organizations hosting tournament play or other highly attended events may be required to rent portable restroom facilities to accommodate the increased number of participants and guests of its activities. In such cases, the organization will be responsible for the delivery, maintenance, cleaning, and removal of portable restrooms. The placement/location of the portable restroom is at the discretion of the City.

9) FIELD PREPARATIONS

- A. All Athletic fields will close for maintenance from November through mid-March. The dates for maintenance may vary at the discretion of the City.
- B. Lining/chalking of field(s) needs to be completed during reservation time. If additional time is needed to chalk/line field(s), it can be purchased at an additional rate. Chalking/lining of the field cannot be done the day before your reservation. **Painting of the fields is not allowed.**
- C. No posters, banners, and/or fliers may be fastened to any part of the fields (including structures, fencing, landscaping, or other improvements on the fields) without prior permission. Approval is required by the Division's Supervisor before hanging or displaying banners/posters.
- D. Any equipment brought into the premises must be removed by the permit group at the end of the day. All debris/trash MUST be picked up from the facility including parking lots, facility curbsides, and residential curbsides, and placed inside trash cans or removed from premises.
- E. No permanent structure of equipment shall be placed and/or erected on any City field/facility.

10) PAYMENTS/FEES

- A. Fees for use of all athletic fields/facilities are listed on the City's Fee Schedule, which is approved by the City Council. The City Council may review and adjust fees at their discretion.
- B. DEPOSITS/REFUNDS
 - i. Deposits and application processing fees are due once the reservation request has been approved. These fees can be paid in person at the Town Center Hall (11740 E. Telegraph Rd., Santa Fe Springs, 90670), online through the group/organization's account, or by calling the Town Center Hall (562) 863-4896.
 - ii. Deposits are refundable, however, a deposit will be withheld by the City if any policy has not been met by the applicant, and/or their guests. If all requirements have been followed, the deposit will be refunded via mail and can take 4 – 6 weeks, after the event to be received. If paying by a credit card, deposits will be refunded back to the card on file within 7 business days after the event. The refund can also be credited to your account to be used for a future reservation.
 - iii. If the deposit is withheld due to a schedule adjustment, cancellation, or no-show, a new deposit may be required.
- C. Fees can be paid in person in cash, credit card/debit card, or check at Town Center Hall (11740 E. Telegraph Rd., Santa Fe Springs, 90670), online through the group/organization's account, or by calling the Town Center Hall (562) 863-4896.
- D. Field/facility rental fees are due two (2) weeks before the reservation date. If a reservation is recurring every month, fees are due two (2) weeks before the start of the month. If reserving

multiple dates, a payment plan will be arranged. If fees are not paid as required, the reservation will be canceled and the deposit and processing fee, if paid, will be withheld.

- E. Any user desiring to charge an admission fee/donation or sell any items, must submit a written request in advance to the Director of Parks and Recreation. No monies can be exchanged at the facility without prior written authorization. All fundraising events including raffles or donations must have prior written approval from the Director of Parks and Recreation.
- F. **CANCELATIONS, SCHEDULE ADJUSTMENTS, NO-SHOWS**
 - i. A Cancellation is defined as when a permit is issued for the field and the user group contacts the CITY informing them that the permit for a day is no longer needed. A \$50.00 per field/per day non-refundable fee will be charged for any cancellation. Cancellations must be made no less than seventy-two (72) hours in advance.
 - ii. A No-Show for Permit is defined as when a permit is issued and the user group fails to show, organized games/practices are not held on the said field, or the user group fails to notify the CITY a minimum of seventy-two (72) hours in advance. After the 3rd no-show, and any no-show thereafter, the user group will be charged a penalty of \$10 per field per day, to be billed monthly after the month and within 30 days.
 - iii. A Schedule Adjustment is defined as when a permit is issued, and the user group is requesting longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.
 - iv. The user group must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks before the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
 - v. Permits, changes to permits and refunds must be requested in person at the Parks and Recreation Department located at City Hall (located at 11710 E. Telegraph Road, Santa Fe Springs, CA 90670) and any refunds may be reduced by any applicable non-refundable fees.

11) INSURANCE

- A. The user must provide a certificate of liability insurance for \$2,000,000.
- B. The certificate must include the City of Santa Fe Springs as an additionally insured party.
- C. The address for the City is: 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 and must be included on the certificate.
- D. An Endorsement Letter must accompany the insurance certificate and must include the City's address and the address of the fields/facilities being reserved.
- E. This certificate needs to be on file at Town Center Hall, at least, two (2) weeks prior to the first reservation date.
- F. Sample insurance documents are on the next page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A-1 Insurance Company 1234 Market Street Cooperstown, CA 96789	CONTACT NAME: Jose Luis Smith PHONE: (123)456-7890 FAX: (123)456-7891 EMAIL: jsmith@aol.com ADDRESS:
	INSURER(A) AFFORDING COVERAGE INSURER A: Midstate Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 90001	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSR. WVD	POLICY NUMBER	MM/DD/YYYY	MM/DD/YYYY	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	ABCD12345678	01/01/2024	01/01/2025	COM. AGGREGATE LIMIT \$ 2,000,000 CLAIMS SETTLED \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	EFGH00009988000	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (All accidents) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY FRODOPT/PORTANT/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Residency in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	LIKLM00000998800	01/01/2024	01/01/2025	MEDICAL PAYMENTS FOR PARTICIPANTS \$25,000 EMPLOYEE'S MEDICAL \$ EMPLOYEE'S DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Legal liability to participants limit is per occurrence.
Sport(s) Softball ages 20 and over.
The certificate holder is added as an additional insured but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 22B08410-848

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured): City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

A. Section II – Who is an Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in the part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, suit, cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

- Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;
- Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

12) SUBLEASING OR ASSIGNMENT

- A. Users shall not transfer, assign, exchange, or sublet the use of the reserved field/facility.
- B. If User violates this policy, User will forfeit any remaining reservation dates, the City will withhold all fees already paid including deposit and processing, and User will lose the privilege of reserving any future dates at any City facility.

13) STATE LAWS

- A. VOLUNTEERS – In accordance with California State Law (Chapter 2.7. Community Youth Athletic Programs [18900-18900] organizations shall ensure that all volunteers in contact with minors have been screened and have passed a criminal background check.
- B. HEALTH DEPARTMENT - Senate Bills 602 and 303 require food handlers to have a California Food Handler Card. For specific requirements for concession stands, please go to Section 6 (Concession Stands/Snack Bars)

14) CODE OF CONDUCT

- A. It is the commitment of the City of Santa Fe Springs to ensure that all park facilities, including athletic fields, are free from negative, aggressive, and inappropriate behavior. We are dedicated to creating an environment that consistently delivers high-quality programs, services, and facilities.
- B. Users are required to complete the reservation process and make payments by the established procedures. Failure to comply with payment deadlines may result in the cancellation of the reservation.
- C. Santa Fe Springs' parks and facilities are non-smoking facilities. This includes but is not limited to smoking tobacco in any form (flavored or unflavored), cigarettes, cigars, water pipe/bong, marijuana, vaping of any chemicals, hookah, or similar type items.
- D. The applicant is responsible for the supervision and behavior of the organization's guests/spectators, coaching staff, and/or contract individuals such as umpires or vendors.
- E. The Parks and Recreation Department reserves the right to remove participants, spectators, coaches, vendors, or officials from park facilities for inappropriate behavior.
- F. The following are considered inappropriate behavior:
 - i. Destruction of facility materials, equipment, supplies, and grounds.
 - ii. Conduct of language that disturbs other participants.
 - iii. Violation of facility policies regarding loitering, sales, or solicitation.
 - iv. Possession, sale, or use of controlled substances.
 - v. Vandalism or littering in City facilities or on the grounds.
 - vi. Violation of any federal, state, County, or City laws, regulations, or ordinances.
- G. Vehicles are not allowed to park on the grass or park property other than in a designated parking space in the parking lot. Parking in a staff space or red zone is subject to ticketing.

- H. **ALCOHOLIC BEVERAGES AND DRUGS ARE PROHIBITED ON THE PREMISES, INCLUDING THE PARKING LOT!** If a team, individual, guest, or spectator violates this policy, the organization or applicant may be suspended from any further use of the field/facility and may be denied future use of any City facility. This includes any individual coming onto the public premises already intoxicated or under the influence of any alcohol or drugs (public intoxication).
- I. Failure to comply with this Code of Conduct may result in penalties, including fines, suspension of rental privileges, arrest, criminal prosecution, administrative or civil action. By utilizing the rented fields, users acknowledge their understanding and acceptance of this Code of Conduct.

15) INCLEMENT WEATHER/FIELD CLOSURE

- A. The City reserves the right to cancel or suspend field use permits when conditions could result in injury to players or cause damage to fields or facilities, including but not limited to rainfall, storms, or other adverse weather or other conditions.
- B. In the event of inclement weather, the City will assess the safety of the field conditions to determine their suitability for play.
- C. User may request a refund, credit, or reschedule when the fields are not playable. Rescheduling will be based on the availability of athletic fields/facilities. If there is an outstanding balance on the account, fees will be adjusted accordingly.
- D. Applicants are encouraged to contact Town Center Hall at (562) 863-4896 for field status updates after 2:00 p.m. on weekdays when the weather is inclement. For weekend reservations check the City's website at www.santafesprings.org/sports. A City employee will also contact your user group if fields are closed for any reason.

16) POLICY INTERPRETATION AND REVISION AUTHORITY

- A. The City Manager, or designee, retains the authority to interpret this policy and to make changes or revisions, as deemed necessary, provided that such modifications serve a demonstrable community benefit for the residents of Santa Fe Springs.

17) WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, the undersigned, as the participant and the participant's parent or legal guardian if the participant is under 18 years old, fully understand that my participation in the City of Santa Fe Springs Recreation activity (hereinafter "event/class") exposes the participant to the risk of personal injury, death, communicable diseases, illnesses, viruses, property damage, or other risks. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge, and agree not to sue the City, its officials, officers, employees, contractors, agents, and volunteers for any injury, death, or damage to or loss of personal property arising out of, or in connection with, participation in the event/class from whatever cause, including the active or passive negligence of the City, its officials, officers, employees, contractors, agents, and volunteers, or any other participants in the event/class. The parties to this Agreement understand that this document is not

intended to release any party from any act or omission of “gross negligence,” as that term is used in applicable case law and/or statutory provision.

In consideration for the participant being permitted to participate in the event/class, I agree, for myself, my heirs, administrators, executors, and assigns, that I will indemnify and hold harmless the City, its officials, officers, employees, contractors, agents, and volunteers from all claims, demands actions or suits arising out of or in connection with participation in the event/class.

Initials of Applicant: _____ Date: _____

18) PHOTOGRAPHY/VIDEO RELEASE

I hereby grant the City of Santa Fe Springs and its representatives’ permission to use and/or publish photographic pictures or video in which I or, the individual(s) named herein, may be included for promotion or other City purposes. I hereby release, discharge, and agree to hold harmless the City of Santa Fe Springs and its representatives from any liability, including but not limited to, claims for libel or invasion of privacy.

Initials of Applicant: _____ Date: _____

19) ACKNOWLEDGEMENT SUBMITTAL

I HAVE CAREFULLY READ THIS SPORTS FIELD ALLOCATION POLICY, FULLY UNDERSTAND ITS CONTENTS, AND AGREE TO UPHOLD THE RULES AND REGULATIONS LISTED IN THE POLICY, AND ALL APPLICABLE LAWS AND REGULATIONS. I RELEASE, HOLD HARMLESS, AND AGREE NO TO SUE, AND ALLOW CITY TO USE PHOTOGRAPHY/VIDEO OF THE EVENT AND RELEASE THE CITY FROM ANY CLAIMS RELATED TO THE USE OF PHOTOGRAPHS OR VIDEOS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Signature: _____ Date: _____

Print Name: _____

Organization: _____



ATHLETIC FIELD & FACILITY USE APPLICATION & AGREEMENT



GENERAL INFORMATION

Event Type	Date	Estimated Attendance

APPLICANT INFORMATION

Applicant Name (First, Last)		Organization Name
Address		Address
City	State	Zip Code
Email Address		Email Address
Phone	Date of Birth	Phone (alternate)

RESERVATION INFORMATION *

Activity Center	Staff Fee:	\$30 per hour
Athletic Fields	Processing Fee:	\$50 (non-refundable)
	Field Use Fee:	\$40 per hour per single field with lights
	Multiple Field Use:	\$20 per hour per field \$30 per hour per field with lights
	Drag, Water, & Line Fee:	\$20 per field
Facility / Field Reservation Fees	Refundable deposit:	\$100/reservation
	Field/Facility Use Fee:	\$30 per hour per single field/facility

Field usage includes bases and home plate extensions if requested. Fields that require special pitching distance other than the distance on the field will have to provide their own temporary pitching rubbers.

PAYMENT: Field/facility rental fees are due two (2) weeks before the reservation date. If a reservation is recurring every month, fees are due two (2) weeks before the start of the month. If fees are not paid as required, the reservation will be canceled and the deposit and processing fee, if paid, will be withheld.

*Prices subject to change.



ATHLETIC FIELD & FACILITY USE APPLICATION & AGREEMENT

**ATHLETIC
FIELDS/FACILITY**

Applicant Name (First, Last): _____ Reservation Confirmation Number: _____

ATHLETIC FIELDS AVAILABLE FOR RENTAL

Athletic Fields Available for Rental

Activity Center (AC) 11155 Charlesworth Bleachers (seats 250 max) Player Benches Scorekeeper's Table* Scoreboard*	Los Nietos Park (LNP) 11143 Charlesworth (2) Softball Fields (1) Multi-Use Field	Little Lake Park (LLP) 10900 Pioneer (4) Softball Fields (2) Multi-Use Fields	Lake Center Ath. Park (LCAP) 11641 Florence (3) Baseball Fields (3) Multi-Use Fields	SFS Athletic Fields (SFSAF) 9720 Pioneer (2) Softball Fields (2) Multi-Use Field	Lakeview Park (LVP) 10225 Jersey (1) Multi-Use Field* *Unlit – Day Use Only
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*Applicant is responsible to provide individuals to operate Scorekeeper's Table and to run the scoreboard. Staff will provide basic instructions on how to run the scoreboard.

Sport: Soccer Baseball Softball Soccer Other: _____

Type of Use: Adult Youth Other: _____

REQUESTED USE – ONE TIME/NON-RECURRING

Date	Facility	Field(s)	Start Time	End Time	Type of Use	Services
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined

REQUESTED USE – RECURRING

Start Date: _____ End Date: _____

Date	Facility	Field(s)	Start Time	End Time	Type of Use	Services
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined
					<input type="radio"/> Practice <input type="radio"/> Game <input type="radio"/> Tournament	<input type="radio"/> Lights <input type="radio"/> Drag & Prep <input type="radio"/> Lined

No Play Dates (i.e. Dates NOT Requested, i.e. Mother's Day, Thanksgiving, etc.): _____



ATHLETIC FIELD & FACILITY USE APPLICATION & AGREEMENT



1. Applicants must be age 21 or older. Application is NOT confirmed until you receive an official email. Once approved, the applicant must furnish a certificate of liability insurance in the amount of \$2,000,000 and the certificate must include the City of Santa Fe Springs as an additional insured. An endorsement letter must accompany the insurance certificate. The endorsement must include the City’s address and the address of the fields/facilities being reserved.

2. Athletic field applications can be submitted via an online platform as follows:

Reservation Period	Application Submittal Start	Application Submittal Deadline
May, June, July	February 1	February 15
August, Sept, Oct	May 1	May 15
November, December, Jan	August 1	August 15
February, March, April	December 1	December 15

3. The following classification groups are provided for the sole purpose of determining priority in field/facility allocation and applicable fees.

1. Activities or programs conducted and/or sponsored or co-sponsored by the City of Santa Fe Springs.
2. Recognized Groups
3. Metropolitan Little League (priority per agreement with the City). Norwalk/Santa Fe Springs Saints Football & Cheer (priority per agreement with the City).
4. Schools located within the City of Santa Fe Springs boundaries
5. Resident Youth Non-Profit Groups (60% residency)
6. Non-Profit Resident Adult Groups (60% residency)
7. Business Resident Groups (60% residency)
8. Youth Resident Groups (60% residency)
9. Adult Resident Groups (60% residency)
10. Youth Non-Resident, Non-Profit Group
11. Youth Non-Resident Groups
12. Adult Non-Resident, Non-Profit Group
13. Adult Non-Resident Groups
14. All Other Groups

4. For a complete list of rules and regulations, please refer to the Athletic Field and Facility Policy.

ACKNOWLEDGEMENT

I HAVE CAREFULLY READ THIS SPORTS FIELD ALLOCATION POLICY AND AGREE TO UPHOLD THE RULES AND REGULATIONS LISTED IN THE POLICY. I RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE, AND PHOTOGRAPHY/VIDEO RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Signature: _____ Date: _____

Print Name: _____

Organization: _____

OFFICE USE ONLY/STAFF CHECKLIST

RENTAL FEES		PAYMENTS			
		Date	Check No.	Cash	Amount
Deposit	\$ _____				
Rental Fee	\$ _____				
Security Fees	\$ _____				
Other Fees – Staff Fees	\$ _____				
Other Fees – Audio Visual	\$ _____				
Other Fees – Add'l Setup	\$ _____				
Other Fees	\$ _____				
TOTAL	\$ _____				

REIMBURSEMENTS		
Deposit	\$ _____	Reason deposit was denied (pics attached):
Other Reimbursement	\$ _____	
Total Reimbursement	\$ _____	
Date refund sent to Finance	_____	
Date Refund Processed to Credit Card	_____	
Refund Approved by Division Manager :		Date:
Refund Approved by Director of Community Services:		Date:

Special Instructions:

Event Cancellation		
Please cancel my event	Sign:	Date:

FOR ITEM # 2, PLEASE SEE ITEM # 4

FOR ITEM # 3, PLEASE SEE ITEM # 4



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, CMC, Deputy City Clerk
SUBJECT: MINUTES OF THE FEBRUARY 6, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS
DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Special City Council Meeting of February 6, 2024
- Regular City Council Meeting of February 6, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. February 6, 2024 Special Meeting Minutes
- B. February 6, 2024 Regular Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

February 6, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 5:02 p.m.

ROLL CALL

Members present: Councilmembers Martin, Rodriguez, Zamora, Mayor Pro Tem Rounds, and Mayor Sarno.

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CITY COUNCIL

1. **CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Section 54956.8)

Property: 11760 Telegraph Road, Santa Fe Springs

Agency negotiator: City Manager

Negotiating Parties: United States Postal Service

Under negotiation: Price and Terms

2. **CLOSED SESSION**

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Mayor Sarno recessed the meeting at 5:04 p.m.

Mayor Sarno reconvened the meeting at 6:02 p.m.

3. **CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a closed session report: Direction was given to staff and no reportable action was taken.

4. **ADJOURNMENT**

Mayor Sarno adjourned the meeting at 6:02 pm.

Jay Sarno
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

February 6, 2024

CALL TO ORDER

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

ROLL CALL

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

Members absent: None

INVOCATION

Mayor Pro Tem Rounds led the invocation.

PLEDGE OF ALLEGIANCE

The Santa Fe Springs Women's Club led the pledge of allegiance.

INTRODUCTIONS

Mayor Sarno introduced the following members from the Chamber of Commerce:

1. Carlos Gallardo from Farmers & Merchants Bank
2. Kathie Fink from SFS Chamber CEO

PRESENTATIONS

1. **2024 YOUTH LEADERSHIP COMMITTEE REPORT ON RETREAT TO GREEN VALLEY, CA & RECOGNITION OF RETREAT SPONSOR, SERV-WEL DISPOSAL & RECYCLING (COMMUNITY SERVICES)**
2. **PARAMEDIC INTRODUCTION (FIRE)**
3. **INTRODUCTION OF NEW EMPLOYEES**

CHANGES TO AGENDA

There were no changes.

PUBLIC COMMENTS

The following people spoke during public comment: 1) Isabel Cervantes, and 2) Jorge Herrera Avila

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Community Services, Maricela Balderas provided information on the Presidents Day Penny Carnival on February 19, 2024.

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

4. STATE OF CALIFORNIA CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

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

City Manager, René Bobadilla provided a brief introduction on Item No. 4.

Mayor Sarno opened the public hearing at 6:34 p.m.

There was no one wishing to speak on Item No. 4.

Mayor Sarno closed the public hearing at 6:34 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nays: None
Absent: None
Recused: None

REGULAR BUSINESS

5. FISCAL YEAR (FY) 2022-23 YEAR-END REVIEW AND PRESENTATION OF THE CITY'S ANNUAL COOMPREHENSIVE FINANCIAL REPORT (ACFR) (FINANCE

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the City's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year (FY) ending June 20, 2023, and related communications;
- 2) Authorize the transfer of \$25 million from the FY 2022-23 increase in available General Fund balance to the following reserves and/or funds:
 - a. \$7 million available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
 - b. \$6.75 million of available balance to the Capital Improvement Program (CIP) Fund
 - c. \$4 million of available balance to the Equipment Replacement Fund
 - d. \$4 million of available balance to the Economic Contingency Reserve

- e. \$3 million of available balance to the Employee Liability Fund for Compensated Absences liability
 - f. \$250,000 of available balance to the Renovation and Replacement Reserve
- 3) Authorize the transfer of \$466,000 for the FY 2022-23 increase in available Water Fund balance to the Water CIP Reserve Fund.

City Manager, René Bobadilla introduced Director of Finance, Lana Dich who provided a brief presentation to Item No. 5. Director Dich introduced Julio Morales, Senior Managing Director from Kosmont Financial Services. He provided information on the City's CalPERS liability, pension funding strategies, and answers to frequent questions. He stated that he would return to provide additional workshops so that the City can implement plans to meet its financial obligations.

Director Dich then provided a presentation which detailed expenditures, actual vs budgeted amounts, and the incorporation of a reserve for renovation and replacements. City Manager Bobadilla expanded on the uses of the renovation and replacement reserve. Lastly, Director Dich expanded on the Water Fund Summary and thanked Finance staff.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Rodriguez, to receive and file the City's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year (FY) ending June 30, 2023, and related communications, authorize the transfer of \$25 million from the FY 2022-23 increase in available General Fund balance to the following reserves and/or funds:

- a. \$7 million available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
 - b. \$6.75 million of available balance to the Capital Improvement Program (CIP) Fund
 - c. \$4 million of available balance to the Equipment Replacement Fund
 - d. \$4 million of available balance to the Economic Contingency Reserve
 - e. \$3 million of available balance to the Employee Liability Fund for Compensated Absences liability
 - f. \$250,000 of available balance to the Renovation and Replacement Reserve
- and authorize the transfer of \$466,000 for the FY 2022-23 increase in available Water Fund balance to the Water CIP Reserve Fund, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nays: None
Absent: None
Recused: None

6. BUILDING PLAN CHECK AND INSPECTION SERVICES – AWARD OF CONTRACT TO TRANSTECH ENGINEERING, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the proposal from and award a contract to Transtech Engineering, Inc. (Transtech) for Building Plan Check and Inspection Services; and
- 2) Take such additional, related action that may be desirable.

City Manager, René Bobadilla provided a brief presentation on Item No. 6

It was moved by Councilmember Zamora, seconded by Councilmember Martin, to accept the proposal from and award a contract to Transtech Engineering, Inc. (Transtech) for Building Plan Check and Inspection Services, and take such additional, related action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nays: None
Absent: None
Recused: None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

Mayor Sarno requested Item No. 14 be considered separately.

HOUSING SUCCESSOR

7. MINUTES OF THE JANUARY 11, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

8. MINUTES OF THE JANUARY 11, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

9. MINUTES OF THE JANUARY 11, 2024 SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

10. RESOLUTION NO. 9896 – WEED ABATEMENT (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9896 declaring weeds a public nuisance, declaring its intention to remove them, and setting Tuesday, February 20, 2024 as the date for Public Hearing.

11. TREASURER’S REPORT OF INVESTMENTS FOR THE QUARTER ENDED DECEMBER 21, 2023 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the report.

12. AUTHORIZE BANKING SERVICES WITH FARMERS & MERCHANTS BANK (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Banking Services with Farmers & Merchants Bank.

13. AQUATIC CENTER IMPROVEMENTS PROJECT PHASE 1A – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to California Commercial Pools, Inc. of Glendora, California in the amount of \$3,973,639.45 for the construction of the Aquatic Center Improvement Project Phase 1A; and
- 2) Take such additional, related action that may be desirable.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve Item Nos. 7 through 13, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nays: None
Absent: None
Recused: None

14. REGIONAL AQUATIC CENTER RENOVATION PROJECT – ADOPTION OF RESOLUTION NO. 9895 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9895 approving an application for specified grant funds from the State of California Budget Act of 2023 [19.561(b)(46)] for the Regional Aquatic Center Renovation Project; and
- 2) Take such additional, related action that may be desirable.

City Manager, René Bobadilla provided a brief explanation on Item No. 14.

It was moved by Councilmember Zamora, seconded by Councilmember Martin, to adopt Resolution No. 9895 approving an application for specified grant funds from the State of California Budget Act of 2023 [19.561(b)(46)] for the Regional Aquatic Center Renovation Project, and take such additional, related action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nays: None
Absent: None
Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Martin appointed Nancy Krueger to the Senior Advisory Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Zamora reported attending ICA 2024 Winter Seminar in Santa Barbara, California. He requested that if the City were to receive funds to combat fentanyl, that some of those funds be used to educate school-aged children.

Mayor Pro Tem Rounds also attended ICA 2024 Winter Seminar in Santa Barbara and echoed the same sentiments as Councilmember Zamora. He also thanked everyone in attendance.

Councilmember Rodriguez welcomed the new employees and also spoke about attending the Neighborly Elf Recognition Dinner. Lastly, she thanked the Police Department.

Councilmember Martin spoke about attending the ICA 2024 Winter Seminar in Santa Barbara and echoed the sentiments of her peers. She highlighted the Women’s Club and welcomed Transtech to the City.

Mayor Sarno thanked the Women’s Club for attending the meeting and welcomed Transtech to the City. He thanked the Public Works for tending to the many issues brought upon by the rain.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:21 p.m.

Jay Sarno
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: James Enriquez, P.E., Director of Public Works
SUBJECT: STREET LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9897
DATE: March 5, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9897, ordering the preparation of the Engineer's Report for Fiscal Year 2024/25 in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

Lighting District No. 1 includes a mechanism to provide funding on an annual basis for ongoing streetlight maintenance and repair. This funding is from assessment revenue generated by property owners within the District (through a parcel charge collected on the annual property tax bill).

BACKGROUND

The City of Santa Fe Springs formed Lighting District No. 1 on May 26, 1982, according to the provisions of the Landscaping and Lighting Act of 1972. The Lighting District is responsible for overseeing the operations, maintenance, installation and construction of city-owned streetlights.

ANALYSIS

In order to levy the assessments against the properties located within the Lighting District on an annual basis, it is necessary for the City to prepare an Engineer’s Report for the Lighting District. The documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972, as contained in the Streets and Highways Code. The Engineer’s Report outlines the Lighting District structure, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for the fiscal year. Approval of Resolution No. 9897, orders the preparation of the Engineer’s Report for the annual update of the Lighting District.

ENVIRONMENTAL

N/A

DISCUSSION

None.

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will start the annual assessment district update process.

ATTACHMENTS:

- A. Attachment A – Resolution No. 9897
- B. Attachment B – Boundary Map

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

RESOLUTION NO. 9897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2024/25 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR STREET LIGHTING DISTRICT NO. 1

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

**CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1**

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2024 and ending June 30, 2025; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF SANTA FE SPRINGS hereby:

1. That the above recitals are true and correct.
2. That a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy" as submitted to this City Council, showing the boundaries of the proposed area to

be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

3. That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.
4. That the City Engineer, James Enriquez, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.
5. That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.
6. That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 5th day of March 2024.

I, the undersigned, hereby certify that the foregoing Resolution No. 9897 was duly adopted by the City of Santa Fe Springs City Council following a roll call vote:

AYES:

NOES:

ABSENT:

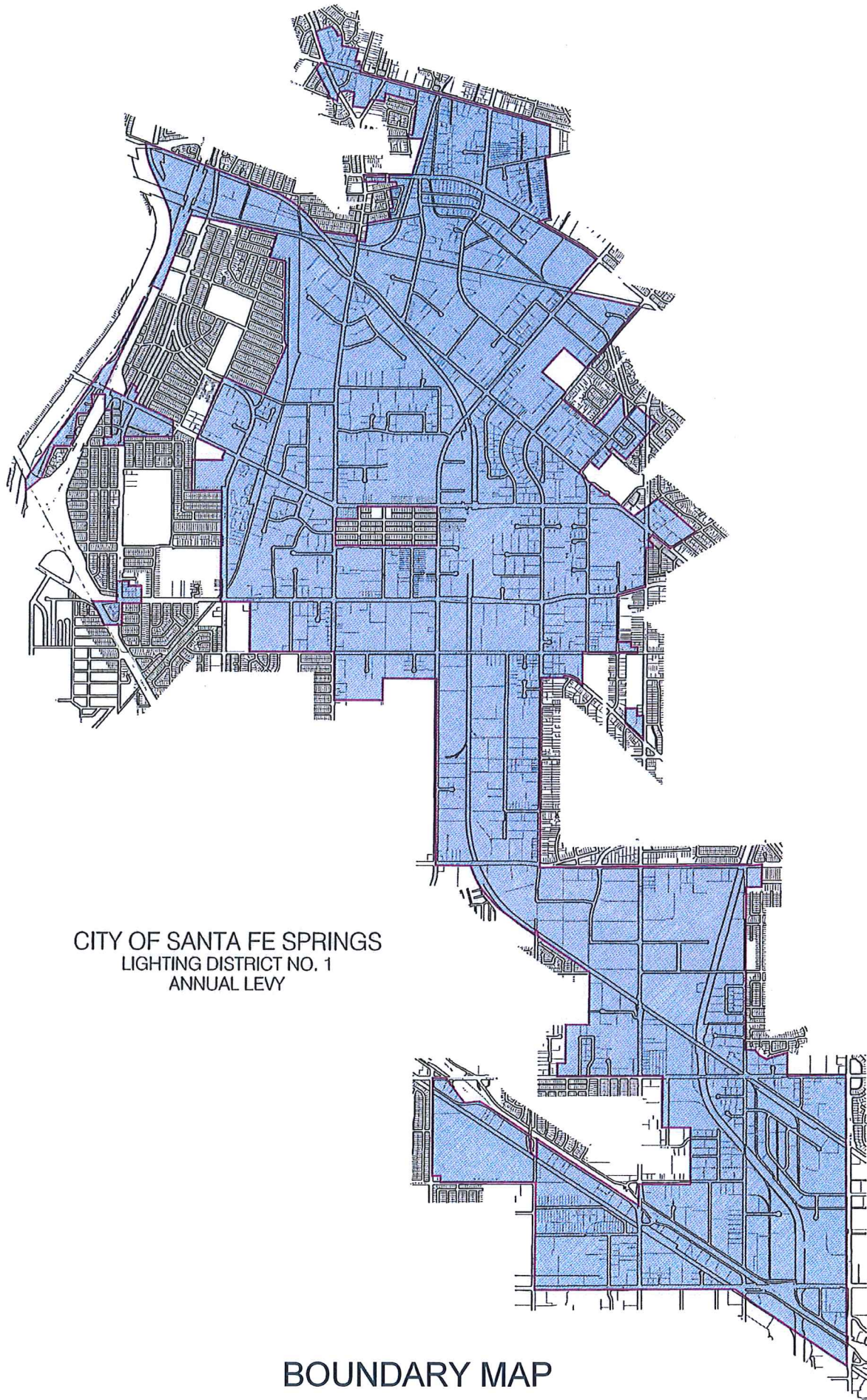
ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Muñoz, Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1
ANNUAL LEVY

BOUNDARY MAP



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: **HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9898**

DATE: March 5, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9898, ordering the preparation of the Engineer's Report for Fiscal Year 2024/25 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive); and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Heritage Springs Assessment District includes a mechanism to provide funding on an annual basis for ongoing street maintenance to include slurry sealing, street resurfacing and street reconstruction as needed.

BACKGROUND

The Heritage Springs Assessment District was established in May 2001, according to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements required for the development of the District. The requirement for a street maintenance district component was a condition of approval for the development. The two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street were last slurry-sealed in Fiscal Year 2017/18.

ANALYSIS

The approval of Resolution No. 9898, orders the preparation of the Engineer’s Report for the annual update of the Assessment District.

ENVIRONMENTAL

N/A

DISCUSSION

None.

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will start the annual assessment district update process.

ATTACHMENTS:

- A. Attachment A – Resolution No. 9898
- B. Attachment B – Boundary Map

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

RESOLUTION NO. 9898

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2024/25 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE)

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for an assessment district established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highways Code.)

CITY OF SANTA FE SPRINGS
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01
(HAWKINS STREET AND PALM DRIVE)

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2024 and ending June 30, 2025; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 12 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. A proposed assessment of the estimated costs for maintenance work for said fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF SANTA FE SPRINGS hereby:

1. That the above recitals are true and correct.

2. That a map entitled "Boundary Map Heritage Springs Assessment District No. 2001-01" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.
3. That the proposed maintenance work within the area proposed to be assessed shall be for certain improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.
4. That the City Engineer, James Enriquez, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code).
5. That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 10203 and 10204 of said Streets and Highways Code.
6. That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 5th day of March 2024.

I, the undersigned, hereby certify that the foregoing Resolution No. 9898 was duly adopted by the City of Santa Fe Springs City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

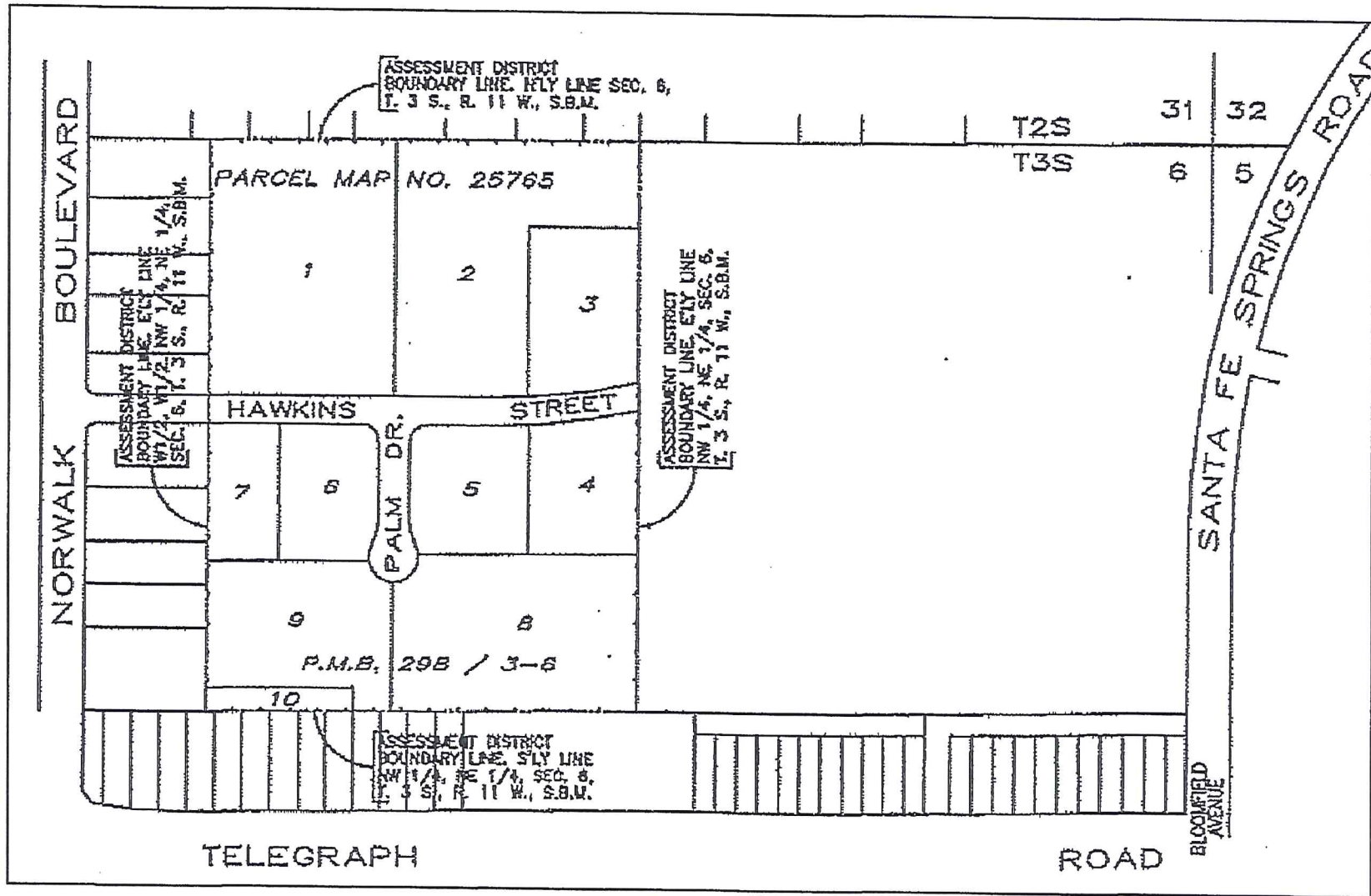
Jay Sarno, Mayor

Fernando Muñoz, Deputy City Clerk

Date

BOUNDARY MAP

HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: James Enriquez, P.E., Director of Public Works / City Engineer
**SUBJECT: POLICE SERVICES STAGING FACILITY STORM DAMAGE –
EMERGENCY REPAIRS UPDATE**
DATE: March 5, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The extent of the storm damage and the cost to repair the facility is not known at this time. Staff is soliciting contractor proposals to complete demolition work in order to expose the damage so that it may be fully assessed. Staff will report at a future City Council meeting as information develops and the scope of the repairs is determined and priced.

BACKGROUND

The severe storms that hit Southern California the week of February 4, 2024 resulted in historic rainfall totals throughout the region prompting Governor Newsom to proclaim a state of emergency in various counties, including Los Angeles. The County of Los Angeles followed with the proclamation of a local state of emergency.

The intense and prolonged rainfall caused significant flooding of the City's Police Services Staging Facility located adjacent to the Municipal Services Yard. Flooding was experienced in both the Men's and Women's Locker Rooms and Restroom/Shower as

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 5, 2024
**POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY
REPAIRS UPDATE**

Page 2 of 3

well as the adjacent gym. The flooding rendered these areas uninhabitable and in need of repairs before the space can be reoccupied.

Public Works maintenance staff worked throughout the storms to sweep and vacuum the water to minimize the extent of the flooding, but they were ultimately unable to keep up with the volume of water entering the building from the rear wall adjacent to the rail road right-of-way. Eventually, maintenance crews ceased water removal and began removing gym equipment and mats so that the source of the flooding could be more easily identified.

Although one location was identified where the majority of the water was entering the building, the extent of the flooding has saturated the walls in a significant portion of the facility. Under the City Manager's authority pursuant to Santa Fe Springs Municipal Code Section 34.23, staff has begun contacting contractors to negotiate a scope of work to repair the damage.

The first step in the repair process requires demolition work to assess the full extent of the damage and expose the source of the flooding in order to develop a repair to prevent future flooding.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Staff has been in close communication with the City of Whittier's City Manager and police administration since the flooding began. Given the extent of the flooding, the City of Whittier provided notice on February 7, 2024 that they will be temporarily vacating the facility until permanent repairs can be completed. Limited staff and equipment will be temporarily relocated to the City's Police Services Building on Jersey Avenue and the majority of the patrol operations will be moved to the Whittier Police Station.

Although the extent of the repairs has not been fully assessed and is pending further investigation following demolition work, the repairs are currently estimated to take 3 to 6 months to complete. It should also be noted that this assumes the repairs are completed as an emergency without competitive bidding. Competitive bidding would require solicitation of services by an architect to develop plans and specifications. The solicitation process and the time to develop documents could add an additional year to the schedule.

Demolition and testing is anticipated to begin the week of March 4, after Whittier police staff has vacated the building.

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 5, 2024
**POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY
REPAIRS UPDATE**

Page 3 of 3

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will continue to coordinate the emergency repairs of the facility. Pursuant to Public Contract Code Section 22050, staff will provide updated reports at subsequent City Council meetings as the situation develops, more information is gathered and a plan of action for the repairs is determined and scheduled.

ATTACHMENTS:

None.

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, Director of Public Works
Gus Hernandez, Director of Park & Recreation

SUBJECT: REVISED 2024 5K FUN RUN/WALK TRAFFIC CONTROL PLANS

DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the revised traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue, and Telegraph Road for the detouring of traffic for the 2024 5K Fun Run/Walk route on Saturday, March 9, 2024.

FISCAL IMPACT

The necessary 5K traffic control measures, inclusive of labor costs for Public Works, Police Services, Whittier Police, and Community Services Departments, are approximately \$5,800. These expenses have been appropriated in the Fiscal Year 2023-24 adopted budget in various accounts, including, the Community Services Health and Wellness account (10511002) and the Police Services Contract Patrol account (10102215). This amount has been appropriated in the adopted budget.

BACKGROUND

The City of Santa Fe Springs will host its annual Shamrock 5K Fun Run/Walk on Saturday, March 9, 2024, beginning at 7:30 a.m. at Town Center Plaza. The California Joint Powers Insurance Authority (CJPIA) recommends formal approval of all such event routes to establish design immunity. Thus, the 5K route was approved by the City Council during their regular meeting on October 3, 2023. Subsequently, the City's Traffic Engineer developed and endorsed the presented traffic control plan (Attachment A) for City Council approval. The 5K event typically concludes within two (2) hours, with the last walkers

completing the course, on average, in less than 85 minutes, based on previous years' data.

ANALYSIS

The proposed revision to the traffic control plan aims to enhance safety measures for participants of the Shamrock 5K Fun Run/Walk. The key modification involves the complete closure of Pioneer Blvd. from Telegraph Road to Florence Avenue for approximately one (1) hour. Additionally, Pioneer Blvd will be closed for approximately four (4) hours from Telegraph Road to Dunning Ave. These closures are essential to ensure the safety of participants and to facilitate the smooth flow of the event.

Notices to the businesses and residents were mailed in late January 2024, and staff will canvas the area to hand-deliver notices to the businesses located on Pioneer Blvd.

ENVIRONMENTAL

The proposed traffic control measures are not expected to have any significant adverse environmental impacts. The temporary road closures will be managed efficiently to minimize disruption to traffic flow and nearby residents. Throughout the 5K route, there will be strategically placed trash and recyclable receptacles. Additionally, staff are placed at strategic points throughout the route and are responsible for picking up any trash from streets and neighborhoods.

DISCUSSION

Ensuring the safety of participants during the Shamrock 5K Fun Run/Walk is of paramount importance. The proposed revisions to the traffic control plan align with this objective by implementing appropriate measures to manage vehicular traffic and ensure a safe environment for all participants. By approving the revised plan, the City Council demonstrates its commitment to promoting community wellness and supporting local events.

SUMMARY/NEXT STEPS

Upon City Council approval of the traffic control plan, staff will proceed with purchasing a certificate of liability insurance for the event. Additionally, temporary reader board notices will be strategically placed throughout the route seven (7) days prior to race day, and staff will canvas the area by foot to hand-deliver notices to businesses affected by the closure.

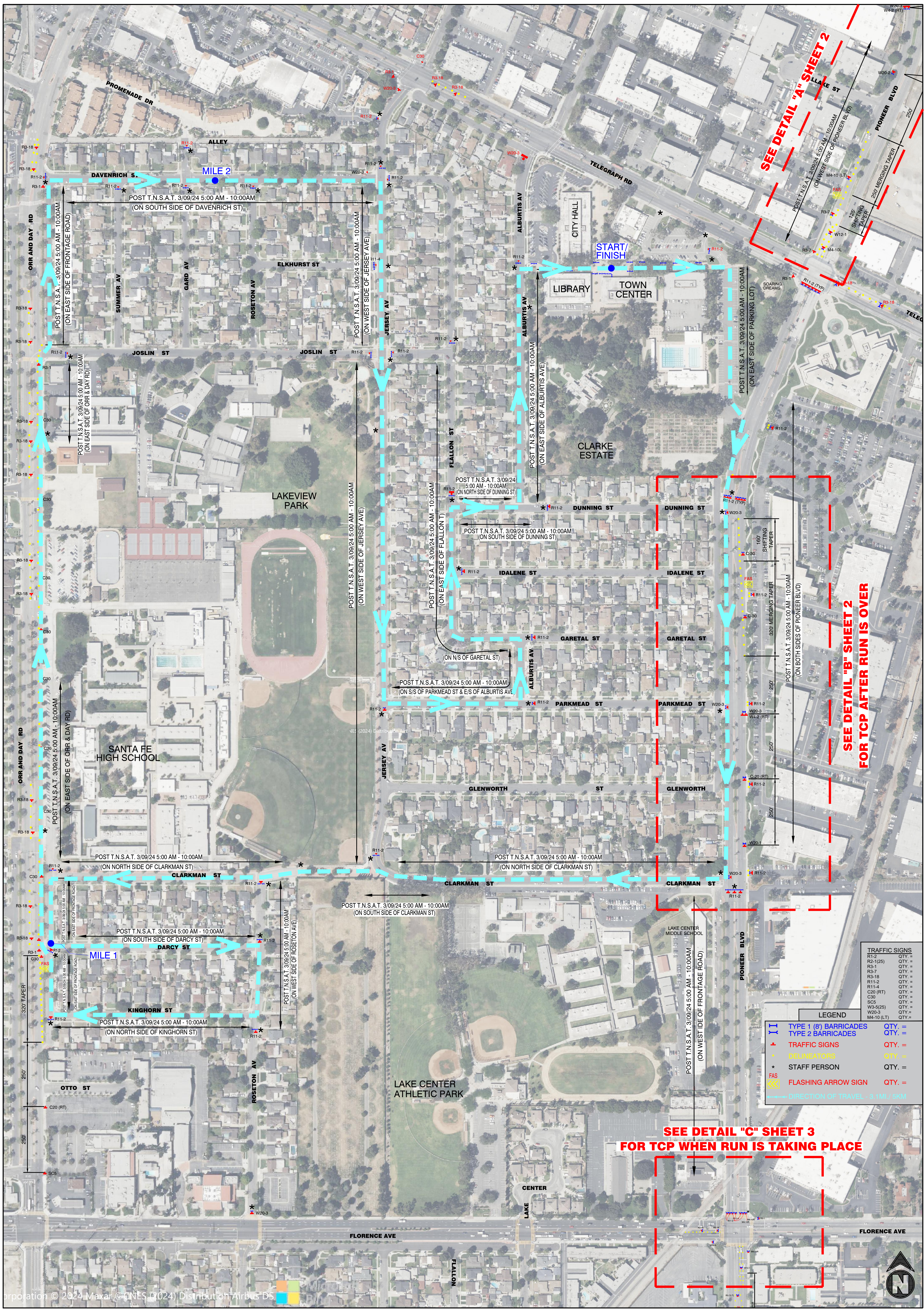
ATTACHMENT(S):

- A. Revised 2024 5K Traffic Control Plan

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

CITY OF SANTA FE SPRINGS "5K FUN RUN" TRAFFIC CONTROL PLAN 2024

PHASE 1: TCP FOR EVENT DURING 5K RUN & PHASE 2: TCP FOR EVENT AFTER 5K RUN



TRAFFIC SIGNS	
R1-2	QTY. =
R2-1(25)	QTY. =
R3-1	QTY. =
R3-7	QTY. =
R3-18	QTY. =
R11-2	QTY. =
R11-4	QTY. =
C20 (RT)	QTY. =
C30	QTY. =
SC5	QTY. =
W3-5(25)	QTY. =
W20-3	QTY. =
M4-10 (LT)	QTY. =

LEGEND		
I	TYPE 1 (8) BARRICADES	QTY. =
Y	TYPE 2 BARRICADES	QTY. =
+	TRAFFIC SIGNS	QTY. =
+	DELIMITATORS	QTY. =
*	STAFF PERSON	QTY. =
FAS	FLASHING ARROW SIGN	QTY. =
→	DIRECTION OF TRAVEL - 3.1M / 5KM	

SEE DETAIL "C" SHEET 3 FOR TCP WHEN RUN IS TAKING PLACE

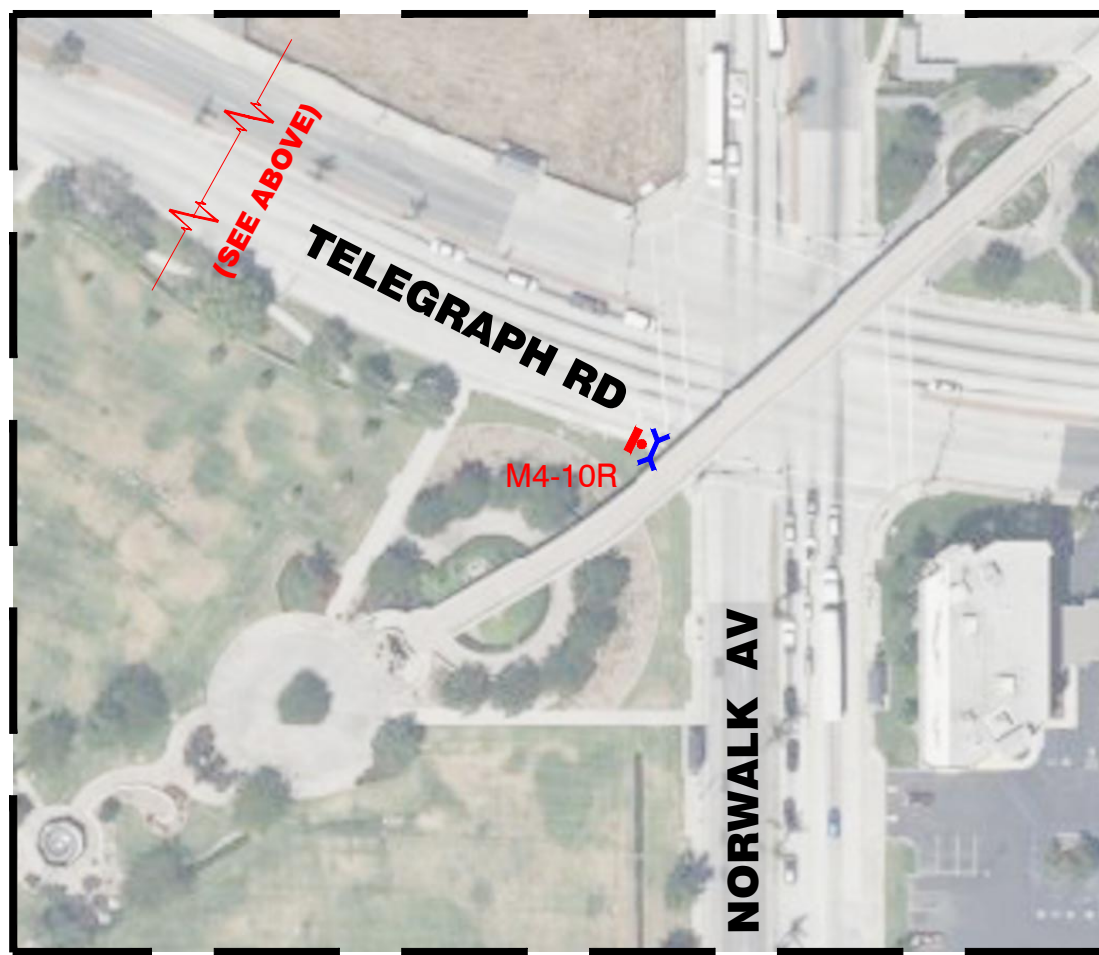
SEE DETAIL "B" SHEET 2 FOR TCP AFTER RUN IS OVER

SEE DETAIL "A" SHEET 2

**CITY OF SANTA FE SPRINGS "5K FUN RUN"
TRAFFIC CONTROL PLAN 2024
DETAIL "A"**

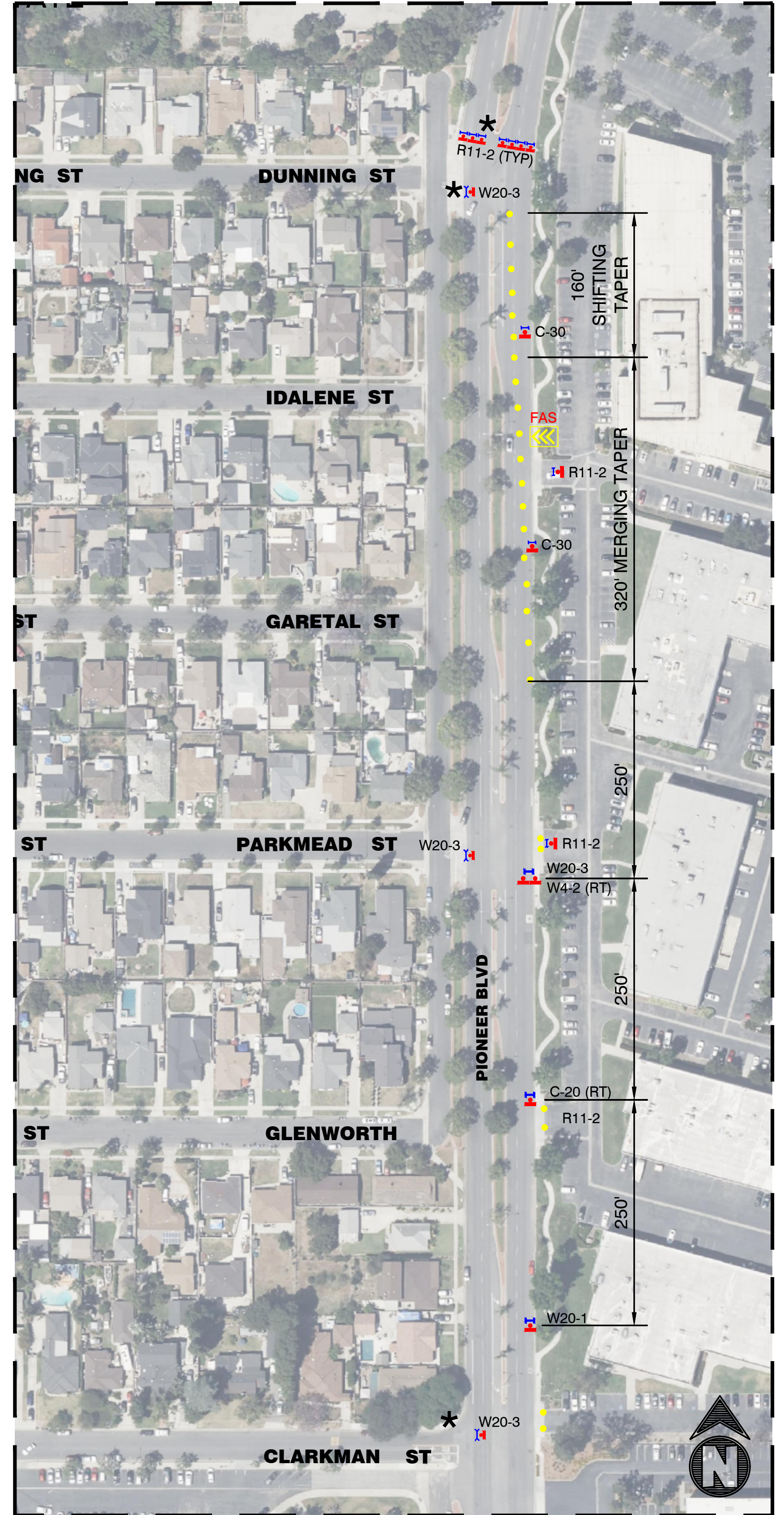


DETAIL "A"

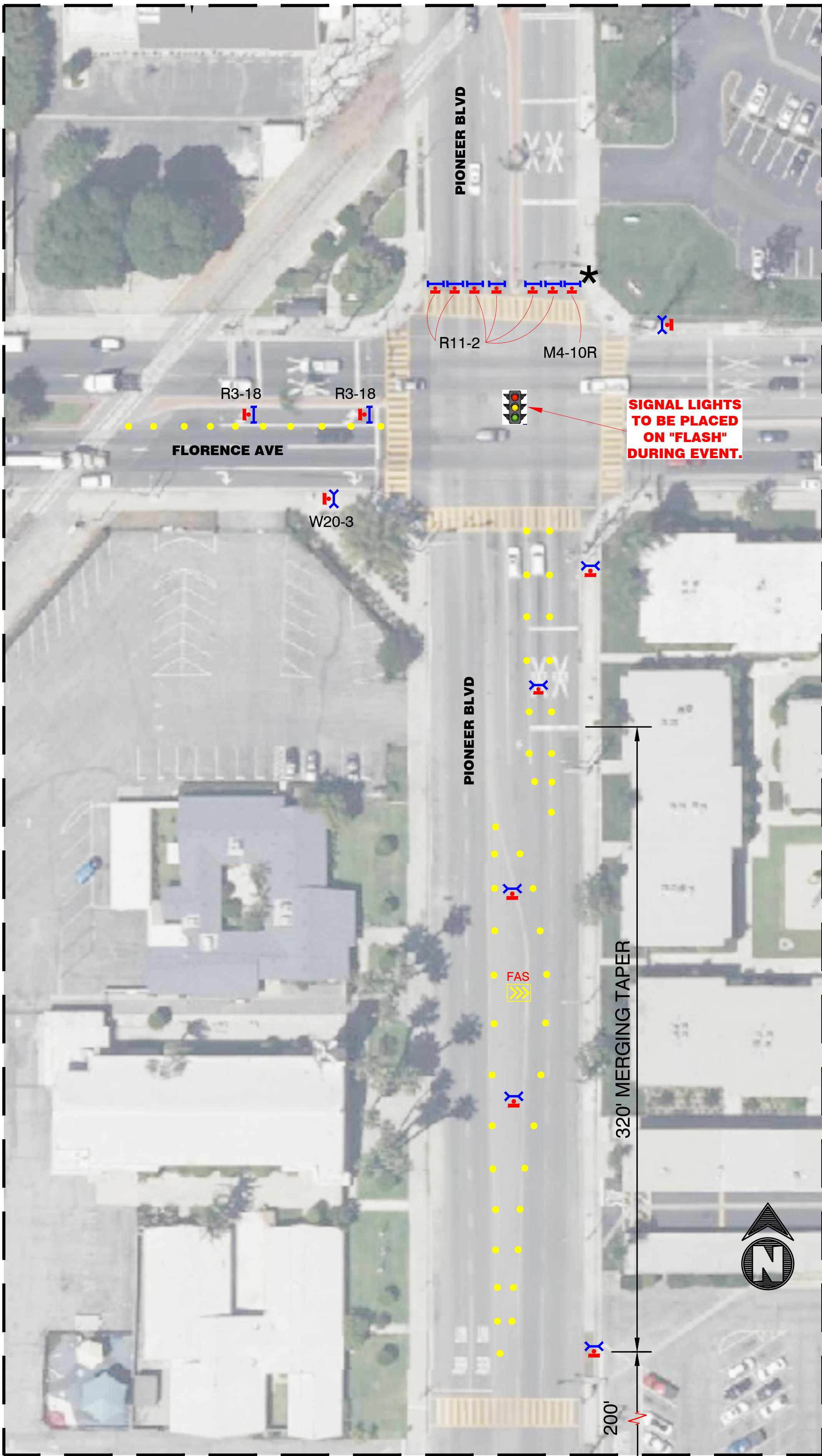


DETAIL "A" (CONTINUED)

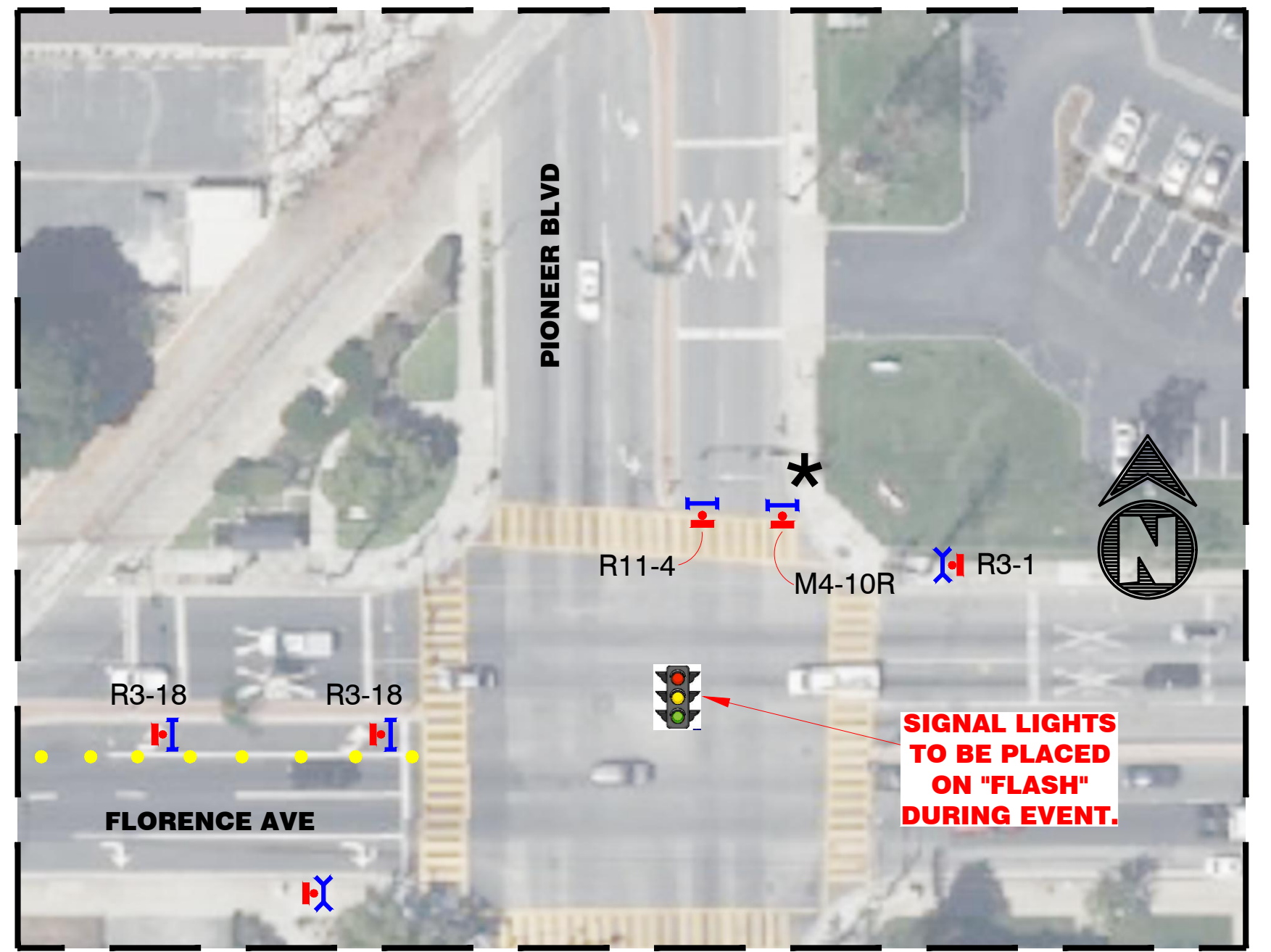
**CITY OF SANTA FE SPRINGS "5K FUN RUN"
TRAFFIC CONTROL PLAN 2024
DETAIL "B" (PHASE II: SET UP AFTER 5K RUN)**



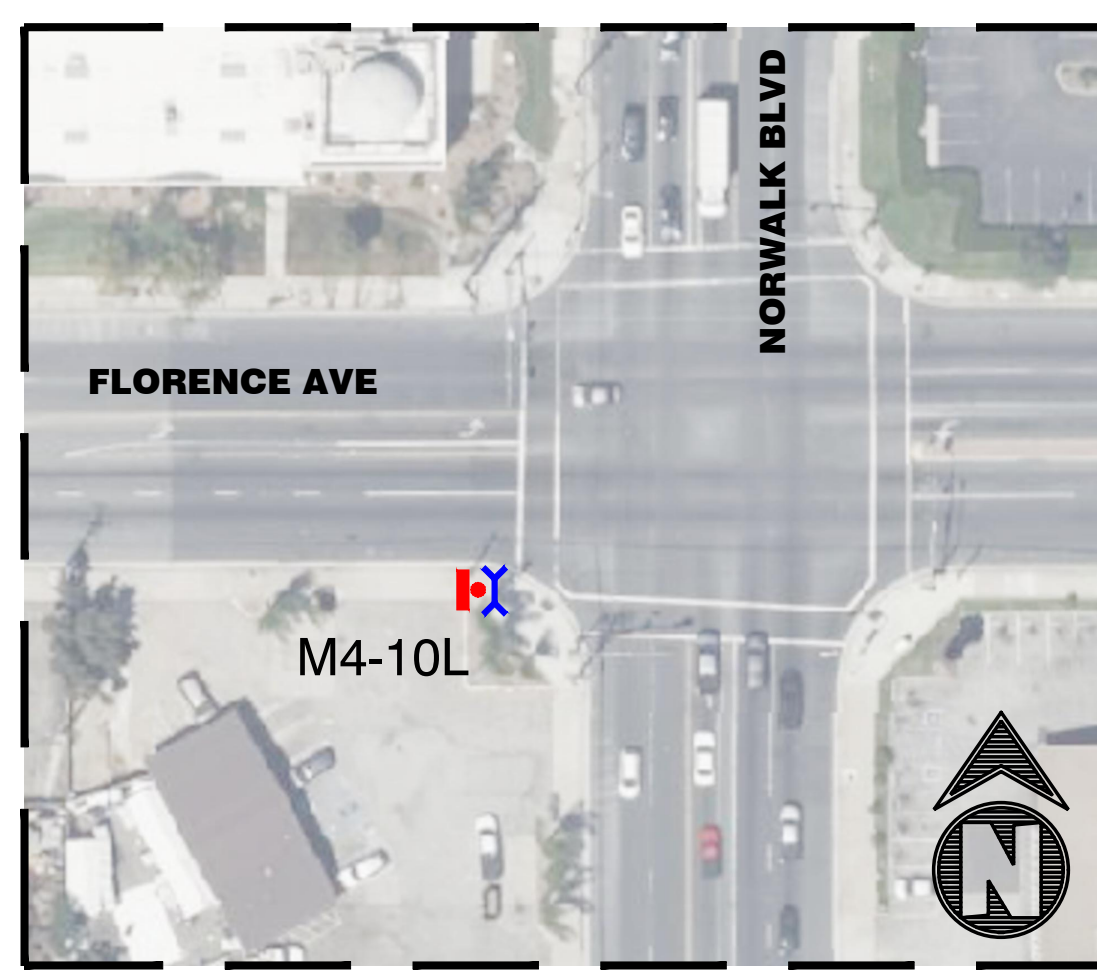
**CITY OF SANTA FE SPRINGS "5K FUN RUN"
TRAFFIC CONTROL PLAN 2024
DETAIL "C"**



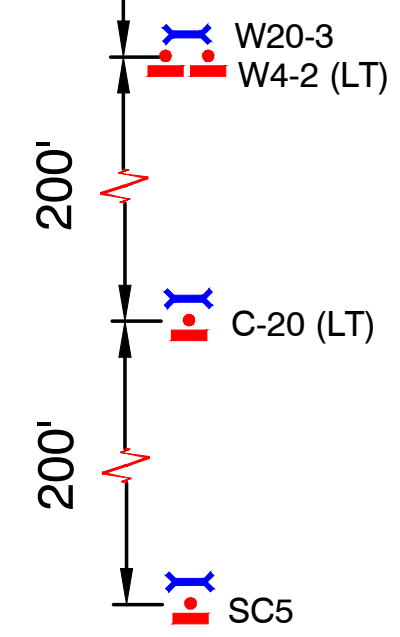
DETAIL "C" (PHASE 1: DURING 5K RUN)



DETAIL "C" (PHASE 2: AFTER 5K RUN)



DETAIL "C" (CONTINUED)





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Gus Hernandez, Director of Parks and Recreation

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES

DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the Request for Bids and specifications contained therein; and
- 2) Authorize the Director of Parks and Recreation to advertise for bids for daily pool maintenance and pool equipment repair services; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The fiscal impact of outsourcing daily pool maintenance and pool equipment repair services will depend on the proposals received from potential contractors. However, it is anticipated that outsourcing these services will allow the Public Works Water division to reallocate resources to other water-related tasks, potentially increasing efficiency and reducing operational costs in the long term.

BACKGROUND

Currently, daily pool maintenance and pool equipment repair services for the aquatic center and wading pools at parks are managed in-house by the Public Works Water division. This division is responsible for ensuring the safe and efficient operation of the City's water infrastructure, including maintaining pools and related equipment.

However, in an effort to maintain a high level of service and ensure the efficient allocation of resources, the City is exploring the option of outsourcing daily pool maintenance and pool equipment repair services to qualified contractors. By doing so, the Public Works Water division can focus on other critical water-related tasks and infrastructure throughout the city.

ANALYSIS

Outsourcing daily pool maintenance and pool equipment repair services offers several potential benefits to the City. Contracting with specialized pool maintenance companies can ensure that the pools receive the highest level of care from professionals with expertise in pool maintenance and repair and potentially improve operational efficiency by allowing the Public Works Water division to reallocate resources to other water-related maintenance tasks. Additionally, outsourcing these services has the potential to reduce operational costs in the long term by optimizing resource allocation and leveraging the expertise of specialized contractors.

ENVIRONMENTAL

N/A

DISCUSSION

The decision to outsource daily pool maintenance and pool equipment repair services is a strategic one aimed at improving operational efficiency and maintaining a high level of service for the community. By partnering with a qualified contractor, the aquatic center and wading pools at parks can receive the specialized care they require while the Public Works Water division can focus on other critical water-related tasks.

SUMMARY/NEXT STEPS

If authorized by the City Council, the next steps are to advertise the request for proposals for daily pool maintenance and repair services. The bid opening is scheduled for the week of March 11, 2024.

ATTACHMENT(S):

- A. Request for Bids

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR
SERVICES FOR
THE CITY OF SANTA FE SPRINGS



Deadline to Submit Questions:

Thursday, April 4, 2024
4:00 p.m., Pacific Standard Time

Bid Due Date:

Tuesday, April 16, 2024
4:00 p.m., Pacific Standard Time

SUBMITTAL INFORMATION

Please submit package in a sealed envelope, or email, plainly marked on the outside **“SEALED BID FOR DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES – DO NOT OPEN WITH REGULAR MAIL.”** Submit by **4:00 p.m.** on **Tuesday, April 16, 2024:**

Gus Hernandez, M.S., CPRP, AFO
Parks and Recreation Services Manager
City of Santa Fe Springs
11740 Telegraph Road
Santa Fe Springs, CA 90670



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**REQUEST FOR BIDS
DAILY POOL MAINTENANCE SERVICES FOR
THE CITY OF SANTA FE SPRINGS**

The City of Santa Fe Springs (“City”) is requesting proposals from qualified contractors, companies, agencies, or firms (“Contractor”), to provide daily pool maintenance services, and equipment repair services for all of the City’s public pools.

The City is seeking the services of a Contractor with commercial aquatic center, pool, and splash pad experience performing daily maintenance services with public municipal agencies or commercial water parks.

Costs associated with preparation of proposals will be the sole responsibility of the Contractor and will not be reimbursed by the City.

GENERAL INFORMATION

The City of Santa Fe Springs has 4 wading pools at various municipal parks and an Aquatic Center, which consists of a leisure pool, a competition pool. The leisure pool and competition pool at the Aquatic Center are expected to be in operation beginning in the Summer of 2024. The Aquatic Center is currently under renovation and a splash pad and spa area are expected to be constructed and operational by the Fall of 2024. The locations of the pools and approximate sizes are as follows:

Amenity and Location	Address	Approximate Size
Aquatic Center Leisure Pool	10145 Pioneer Boulevard	12.5m x 25 yards
Aquatic Center Competition Pool	10145 Pioneer Boulevard	25m x 25 yards
Aquatic Center Spa	10145 Pioneer Boulevard	TBD
Aquatic Center Splash Pad	10145 Pioneer Boulevard	TBD
Lakeview Park Wading Pool	10225 Jersey Avenue	40’ diameter
Little Lake Park Wading Pool	10900 Pioneer Avenue	40’ diameter
Los Nietos Park Wading Pool	11143 Charlesworth Road	40’ diameter
Santa Fe Springs Park Wading Pool	10068 Cedardale Drive	40’ diameter

PRE-BID MEETING

The pre-bid meeting is not mandatory. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Contractors and unnecessary follow-up by City personnel during the evaluation process.

A pre-bid visit to the City's Aquatic Center and wading pools has been scheduled for Tuesday, March 26, 2024. Following is the time and order of the pools to be visited:

- | | | |
|--------------|---------------------------------|-------------------------|
| 1. 1:00 p.m. | Santa Fe Springs Aquatic Center | 10145 Pioneer Boulevard |
| 2. 1:40 p.m. | Little Lake Park | 10900 Pioneer Boulevard |
| 3. 2:05 p.m. | Santa Fe Springs Park | 10068 Cedardale Drive |
| 4. 2:40 p.m. | Los Nietos Park | 11143 Charlesworth Road |
| 5. 3:05 p.m. | Lakeview Park | 10225 Jersey Avenue |

PROPOSAL INFORMATION

The purpose of this Request for Bids ("RFB") is to select a Contractor to provide daily pool and splash pad maintenance services to the City, and any pool equipment repairs associated with pool or splash pad operations. The City intends to select one Contractor to perform all the items listed in the Scope of Work Section.

The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Contractor's preparation and submission of its proposal. If questions do arise, direct all questions please contact the following:

Gus Hernandez, M.S., CPRP, AFO
Parks and Recreation Director
(562) 863-4896, Ext 7873 | (562) 863-4321
gustavohernandez@santafesprings.org

If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all Contractors having requested this RFB. Requests for Information or Clarifications will not be accepted, nor responded to after **4:00 p.m. on Thursday, April 4, 2024**. Any interpretations or addenda issued by the City shall be incorporated into this RFB. Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.

PROPOSAL FORMS

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

1. Proposal Form
2. Bid Schedule
3. Fee Schedule: Additional Services – Repairs

4. Extra Work and Emergency Call-Out Hourly Rate Schedule
5. References

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

PREPARATION OF BIDS

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

CITY'S RIGHT TO REJECT; WAIVE IRREGULARITIES

The City reserves the right to reject any or all proposals received in response to this RFB for any reason or waive any irregularities or informalities contained in the proposals consistent with the law.

IRREGULAR PROPOSALS

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

COST OF PROPOSAL PREPARATION

The Contractor, including their sub-contractors, is responsible for any costs incurred in responding to this RFB.

SUBMISSION OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES – DO NOT OPEN WITH REGULAR MAIL." The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed, delivered by messenger, or emailed. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Parks and Recreation Director or his designee at Santa Fe Springs Town Center Hall, 11740 Telegraph Road, Santa Fe Springs, CA 90670. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Parks and Recreation Services

Manager.

No amendments, additions, or alternates will be accepted after the designated submission time and date.

Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.

All proposals and documents submitted will become the property of the City and are subject to public disclosure pursuant to applicable law.

RFB SCHEDULE

The schedule below is tentative and subject to change:

RFB Release Date	March 11, 2024
Pre-Bid Meeting	March 26, 2024
Request for Information Deadline:	4:00 p.m., April 4, 2024
Bid Proposal Due Date	4:00 p.m., April 16, 2024
City Staff Review of Proposals:	Week of April 22, 2024
Interviews (City's Option):	Week of April 29, 2024
City Council Approval to Award Contract:	May 21, 2024
Execution of Contractor Agreement:	May 28, 2024
Kick-Off Meeting with City Staff:	May 30, 2024

- ***Please note that these specific dates are tentative and subject to change***

CONTRACTOR QUALIFICATION

Contractors must furnish satisfactory evidence to the City that they have provided daily pool maintenance and/or pool equipment repair services as described in this document and that they have successfully done so for a municipality, government agency, or commercial water park, for a minimum of five (5) years. Contractor is required to maintain a D-35, Pool and Spa Maintenance license, from the California State License Board.

REJECTION OF PROPOSALS

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

TAXES

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

BIDDERS INTERESTED IN MORE THAN ONE BID

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

EXAMINATION OF BID DOCUMENTS

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

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

LEGAL RESPONSIBILITIES

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

LIABILITY INSURANCE REQUIREMENTS

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. For a specific list of the City's general insurance requirements, please see

the City's Professional Services Agreement, Exhibit C.

AWARD OF CONTRACT

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

TERM OF THE CONTRACT

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

PROPOSAL PACKAGE FORMS

Proposal Package Forms on following pages.

Submitted By: _____

PROPOSAL FOR
DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES

To the Parks and Recreation Services Manager of the City of Santa Fe Springs, as City,

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

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

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

BIDDER'S INFORMATION:

Signature

Name (Please Print)

Title

Firm/Contractor Name

Firm/Contractor Address

Firm Contractor Business Phone No.

E-mail Address

Submitted By: _____

CITY OF SANTA FE SPRINGS

DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES

BID SCHEDULE

BASE BID FACILITY	PEAK SEASON MONTHLY FEE MAY 1-OCT 31	OFF-PEAK SEASON MONTHLY FEE NOV 1-APR 30
1. AQUATIC CENTER LEISURE POOL	\$ _____	\$ _____
2. AQUATIC CENTER COMPETITION POOL	\$ _____	\$ _____
3. AQUATIC CENTER SPLASH PAD	\$ _____	\$ _____
4. AQUATIC CENTER SPA	\$ _____	\$ _____
5. LAKEVIEW PARK WADING POOL	\$ _____	\$ _____
6. LITTLE LAKE PARK WADING POOL	\$ _____	\$ _____
7. LOS NIETOS PARK WADING POOL	\$ _____	\$ _____
8. SANTA FE SPRINGS PARK WADING POOL	\$ _____	\$ _____
TOTAL MONTHLY FEES:	\$ _____	\$ _____



**TOTAL ANNUAL BASE BID	\$ _____
(TOTAL MONTHLY FEES X 12 MONTHS)	\$ _____

Notes: This will include daily, bi-weekly, monthly, quarterly, and annual maintenance items.

Submitted By: _____

CITY OF SANTA FE SPRINGS

DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES

ADDITIONAL SERVICES - REPAIRS

DESCRIPTION	UNIT PRICE
1. AQUATIC CENTER LEISURE POOL REPLASTER	\$ _____
2. AQUATIC CENTER COMPETITION POOL REPLASTER	\$ _____
3. AQUATIC CENTER SPA REPLASTER	\$ _____
4. LAKEVIEW PARK WADING POOL REPLASTER	\$ _____
5. LITTLE LAKE PARK WADING POOL REPLASTER	\$ _____
6. LOS NIETOS PARK WADING POOL REPLASTER	\$ _____
7. SANTA FE SPRINGS PARK WADING POOL REPLASTER	\$ _____
8. POOL PLASTER REPAIR (PER SQUARE FOOT)	\$ _____
9. AQUATIC CENTER LEISURE POOL PUMP	\$ _____
10. AQUATIC CENTER COMPETITION POOL PUMP	\$ _____
11. WADING POOL PUMP	\$ _____

Notes: Materials and supplies ordered by the City on an as-needed basis.

DESCRIPTION OF CHEMICALS/SUPPLIES	UNIT PRICE
1. 40 LB. GRANULAR SHOCK	\$ _____
2. 40 LB 3" CHLORINE TABS	\$ _____
3. ACID	\$ _____
4. TEST KITS	\$ _____
5. POOL PERFECT CHEMICAL	\$ _____
6. ALGAECIDE	\$ _____
7. BROMINE	_____
8. CYANURIC ACID	_____

Submitted By: _____

CITY OF SANTA FE SPRINGS

DAILY POOL MAINTENANCE AND POOL EQUIPMENT REPAIR SERVICES

EXTRA ORDINARY AND EMERGENCY CALL-OUT HOURLY RATE SCHEDULE

DESCRIPTION	UNIT PRICE
1. POOL EQUIPMENT REPAIRS	\$ _____
2. POOL REPLASTER REPAIR	\$ _____
3. EMERGENCY CHEMICAL APPLICATION	\$ _____

Submitted By: _____

REFERENCES

Please list a minimum of three (3) references for similar daily pool maintenance and/or pool equipment repair work performed in the past five (5) years. Include the name of the city/agency, address and phone number of the contact person.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation by the Parks & Recreation Services Manager. A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Years Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Years Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Years Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Years Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Years Service Provided: _____

AGREEMENT

ATTACHMENT A – SCOPE OF SERVICES

GENERAL SERVICES

The basic service obligations of the contractor shall include, but not be limited to, the following:

- Vacuum pool
- Clean pool tiles, pump strainers, and basket strainers
- Brush pool plaster
- Clean back-wash filters
- Chemical treatment
- Test pool chemistry
 - Free and Total chlorine
 - pH
 - Alkalinity
 - Calcium hardness
- Adjust and maintain water levels (fill and/or drain)
- Pool start up
- Clean pool deck and pump room
- Pool equipment inspection
- Adjust chemical controller and pumps to maintain proper water chemistry
- Effect repairs on chemical feed equipment (i.e. diaphragm and peristaltic pumps)
- Backwash sand filters as needed
- Repair any filter room equipment and pool equipment as needed
- Maintain pool water temperature
- Operate pool heaters and schedule repairs and calibration as required
- Order chemicals and accept deliveries
- Maintain cleanliness of floors, storage areas, tools, and equipment
- Testing/replacement of pool lamps

MINIMUM FREQUENCY SCHEDULE DAILY MAINTENANCE SERVICES

- Clean (blow-off/wash down) pool decks of debris using air blower and/or water hose as needed
- Inspect deck for safety issues
- Clean surge pit
- Clean and polish hand rails at pool entrances
- Net pool
- Check chemical balance and add chemicals as necessary
- Calibrate controller and/or chemical pump
- Check all gauges
- Backwash filters as needed.
- Clean wire baskets, gutter drains, and/or gutters
- Clean pump strainers

- Skim surface of water for leaves and debris
- Inspect and clean off pool deck equipment (i.e. lifeguard stands, diving boards, and starting blocks)
- Perform minor equipment maintenance (i.e. PVC fittings, chemical feed lines, foot valves, self-priming valves, etc.)
- Perform minor pool maintenance (tighten handrails and steps, replace/re-secure cracked or missing tiles, re-secure pool light fixtures to wall)
- Inspect bottom drain covers and install new drain covers as required by code.
- Deploy and remove pool covers daily (lifeguards may assist with this task)
- Complete daily log on a mutually agreed platform and send to City
- Test pH, Free and Total Chlorine, Alkalinity, Calcium Hardness, Total Dissolved Solids, and any other test needed to maintain safe and balanced water.
- Grease circulation pumps and inspect on a daily basis
- Secure facility

TWICE PER WEEK MAINTENANCE SERVICES

- Vacuum pools
- Operate automatic pool sweeper when permissible
- Brush pools
- Clean pool tile
- Clean stainless steel around pool deck (i.e. hand rails)
- Clean pump room (i.e. spider webs, sweep floors, rinse off equipment, etc.)
- Perform pool light inspections to ensure the fixtures are secured properly to the wall and the lights are operational.

MONTHLY MAINTENANCE SERVICES

- Complete chemical analysis and associated report/log
- Clean ORP probes
- Clean injectors, monthly or as needed
- Change heater air filters (winter months only). Filters may be provided by the City.

QUARTERLY MAINTENANCE SERVICES

- Grease pumps and motors
- Change oil in motors

ANNUAL MAINTENANCE SERVICES

- Perform heater maintenance per manufacturer’s specifications.
- Rebuild all LMI pumps.
- Drain and refill pools as needed to maintain proper pool chemistry.
- Perform filter media inspection. Make recommendations to inspect, remove, replace and dispose of sand in filter tanks.

HOURS OF OPERATION

The Contractor shall accomplish all maintenance required under this RFB at an agreed upon time but before 1 p.m. and not during hours of operation. General Hours of operation are as follows:

Peak Season: May through October

Non-Peak Season: November-April

Facility	Monday-Friday	Saturday	Sunday
Aquatic Center (Peak Season)	6 a.m.-9 p.m.	9 a.m.-5 p.m.	11 a.m.-4 p.m.
Aquatic Center (Non-Peak Season)	6 a.m.- 1 p.m. 5 p.m.-8 p.m.	9 a.m.-1 p.m.	11 a.m.-4 p.m.
Wading Pools (Peak Season)	11:30 a.m.-6 p.m.	11:30 a.m.-6 p.m.	11:30 a.m.-6 p.m.

Wading Pools (Non-Peak Season)	Closed	Closed
---------------------------------------	--------	--------

- On-call services during the weekend (Saturday and Sunday) for bio-hazard incidents and other chemical issues will be provided throughout the entire calendar year (January – December) will be at the contractor’s expense. Schedules shall be provided to the City accompanied by all chemical SDS sheets.
- Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours. No maintenance functions that generate excessive noise shall be commenced before 7:00 a.m.
- The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

WATER TREATMENT CHEMICALS

Contractor will be responsible for supplying all chemicals needed to maintain proper water balance. To the extent possible, chemicals shall be supplied in liquid bulk form and stored in the equipment tanks on site. The Contractor shall submit a list of all chemicals, Safety Data Sheets (SDS) and quantities that will be stored at each pool site to the Parks and Recreation Services Manager, or designee, upon request. No more than a two (2) weeks supply of chemicals will be allowed at any pool site at any given time, unless otherwise authorized by the City. Personal Protection Equipment (PPE) shall be worn while handling chemicals pursuant to the manufacturer’s specifications.

WATER BALANCE

Contractor shall be responsible for proper calibration of equipment to ensure proper water chemistry balance. Water chemistry shall be maintained within the following parameters, or within the LA County Health Department Pool Water Quality standards, whichever is higher quality:

- pH level between 7.2 - 7.8
- Alkalinity level between 80 - 120 ppm
- Calcium hardness level between 200 – 400 ppm
- Chlorine level between 1.5 – 5.0 ppm; and
- Total dissolved solids level between 300 – 2,300 ppm

POOL START-UP

- The contractor shall be required to test the domestic water supply and make appropriate chemical adjustments in order to ensure proper water chemistry balance.

EQUIPMENT

- Contractor shall be responsible for always maintaining all pool equipment in proper working order.
- Contractor will be responsible for all minor equipment repairs, including but not limited to, replacement and/or cleaning of PVC fittings, foot valves, self-priming valves, and chemical feed lines.
- Contractor shall perform pool light inspections to ensure the fixtures are secured properly to the wall and the lights are operational. Re-securing fixtures to pool walls and replacing lamps shall be completed by the Contractor at the Contractor's sole cost.
- Replacement of fixtures will be considered by the City as extra work and may be billed to the City.

PERSONNEL

- The Contractor shall provide personnel fully trained in all phases of swimming pool maintenance, including water chemical treatment, controller programming and chemical pump calibration.
- Contractor shall possess:
 - A Los Angeles County Swimming Pool Service Technician Certification;
AND
 - a Certified Pool Operators or Aquatics Facilities Operator Certification.
- Proof of certification shall be provided to City upon request.
- The Contractor shall provide sufficient personnel to perform all Work in accordance with this RFB. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks.
- Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and uniform clothing with a name badge and photo ID (photo ID may be provided by the City).
- The Contractor must work collaboratively with City staff as needed to facilitate daily maintenance and repairs.
- The Contractor must respond to emergency water quality or equipment problems.
- Contractor shall notify City of any water quality issues that violate the LA County Health Department standards, or any equipment failures that require repair.

REPORTS

- Daily and monthly reports shall be maintained at each pool site and available for inspection by the City and LA County Health Department.
- The daily report shall include chemical analysis of the pool (controller and manual), filter pressure readings, water temperature, flow rates, electric meter, gas meter readings, flow readings, chemical supply levels. The monthly report shall include a complete chemical analysis of the pool (free chlorine, combined chlorine and total

chlorine), pump room equipment inspection, pool deck equipment inspection, and a list of all minor maintenance repairs.

- All reports shall be in a form acceptable to the City.

REVISED SCHEDULE

- After start of the Work, the Contractor shall submit revised pool maintenance schedules not later than the 1st day of each month thereafter until completion of the Contract.
- The revised schedules should show any significant changes in activities since the submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

MATERIAL

- Facilities will be available for storage of equipment at each pool site for use in connection with the performance of the work. However, the City will not be responsible for any lost, stolen or damaged equipment, supplies, or materials.
- The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor.
- The Contractor shall be responsible for any materials, equipment and/or supplies so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
- The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or as a result of, the Contractor's work under this contract shall be repaired or replaced, as directed by the City, at the Contractor's expense.
- The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.
- All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense.

VEHICLES & TRAFFIC CONTROL

- The Contractor shall at no time drive vehicles on turf for any reason without prior written authorization from the City. Contractor shall be limited to pool access using defined maintenance paths.
- The Contractor must operate vehicles in a safe manner when on park premises.
- The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Contractor shall also be required to provide signs for public information when applying chemicals.

SIGNAGE

- Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City.
- Contractor shall not post advertising signs and banners within the Maintained Areas. All signs used by the Contractor shall be kept "Graffiti Free" at all times.
- Contractor to maintain proper signage around pool area(s) as required by the LA County Health Department for bather safety and chemical hazards.
- Contractor shall post signs at all locations as required by the Los Angeles County Health Department notifying the public of potential exposures. Signs shall be provided by the Contractor at the Contractor's cost. Replacement of signs will be considered by the City as extra work and may be billed to the City.

PERFORMANCE OF WORK

- Contractor shall, at its own cost and expense, furnish all necessary materials, supplies, labor, chemicals, transportation, and equipment for doing and performing work required under this RFB.
- Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards, in accordance with the Los Angeles County Health and Safety Code, and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the City; and that both work and materials will meet fully the requirements of this RFB.
- Contractor will seek approval for repairs, supplies and equipment in advance of any work

PROTECTION OF PROPERTY

- All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times.
- Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

SUSPENSION OF WORK

- The Parks Supervisor may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- Extension of time will not be granted for suspension of work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from

inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the City and the Contractor on each day that work is suspended.

- The City may suspend operations if he/she determines that an imminent safety hazard exists.

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
[NAME OF CONTRACTOR]**

This Professional Services Agreement (“Agreement”) is made and effective as of _____ (“Effective Date”), by and between the City of Santa Fe Springs, a California municipal corporation, (“City”) and _____, a [State of vendor’s business registration/formation] [Entity Type: sole proprietorship/partnership/limited liability partnership/company] (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **the Effective Date** and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services described and set forth in the City’s Request for Bids, attached hereto as Exhibit A, and Contractor’s Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full (“Services”). Contractor shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of Contractor’s ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Contractor.

5. PAYMENT

- A. City agrees to pay Contractor monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

dollars (\$__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by **the City Manager or designee**. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.
- C. Contractor will submit invoices monthly for actual Services performed. Contractor agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Contractor shall be responsible for costs incurred by the City due to Contractor's failure to comply with this section. The City shall have the right to

offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties"), at Contractor's sole expense, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Contractor's duty to defend shall consist of reimbursement of defense costs incurred by the City in direct proportion to the Contractor's proportionate percentage of fault. Contractor's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Contractor's

percentage of fault, and the parties cannot mutually agree on Contractor's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Contractor's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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 the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention:

To Contractor: _____

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. [Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Contractor shall provide City fourteen (14) days' notice prior to the departure of _____ from Contractor's employ. Should he/she leave Contractor's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Contractor.] Before retaining or contracting with any subContractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subContractor, a copy of the proposed written contract between Contractor and such subContractor which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subContractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that the City may enter into agreements with other contractors 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.

23. 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.

24. CONSTRUCTION

The parties hereto 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.

25. WAIVER

The delay or failure of any 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.

26. 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.

27. 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.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

[If Contractor is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONTRACTOR

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

CONTRACTOR

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Contractor's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A
CITY'S REQUEST FOR BIDS

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation

endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subContractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages 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 the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, CMC, Deputy City Clerk

SUBJECT: RESOLUTION NO. 9899 – APPROVING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE COUNTY OF LOS ANGELES

DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve Resolution No. 9899 – the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five-year period commencing on July 1, 2024, and in so doing, authorize the Mayor to execute the agreement documents; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

Approval of the attached GSA with Los Angeles County will have no financial impact on the City of Santa Fe Springs until service is requested. At the time service is rendered, the contract provides a mechanism whereby the County of Los Angeles can bill the City of Santa Fe Springs according to the rate schedule then in effect.

BACKGROUND

The General Services Agreement (GSA) between the City of Santa Fe Springs and Los Angeles County provides authority for the County to provide services as requested by the City of Santa Fe Springs. Services under the GSA are miscellaneous in nature and consist of “as-needed” time-limited services such as street maintenance, prosecution of City ordinances, direct assessment collection, and a variety of public works activities. Ongoing service such as public health code enforcement is provided by the responsible

County department through specific service agreements. Any specific service agreements between the City and the County of Los Angeles are not affected by renewal of this GSA.

Rates for services provided under the GSA are determined by the County Auditor-Controller annually effective on July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors. Cost would only be incurred if and when the City requests the services. There is no regular fee charged with the implementation of this Agreement.

The GSA with Los Angeles County is a 5-year agreement. It was previously executed in 2019 and expires June 30, 2024. The new agreement is also a 5-year agreement and will commence on July 1, 2024 and expire on June 30, 2029. Failure to execute the GSA means the City cannot request service from the County of Los Angeles without first executing a contract for the services requested. This process could take several months, as it would require approval from both the Santa Fe Springs City Council and the Los Angeles County Board of Supervisors.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Once executed by the Board of Supervisors, a copy of the enacted GSA will be returned to the City by July 1, 2024.

ATTACHMENT(S):

- A. Resolution No. 9899
- B. General Services Agreement – “Exhibit A”

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

RESOLUTION NO. 9899

A RESOLUTION OF THE CITY OF SANTA FE SPRINGS APPROVING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE COUNTY OF LOS ANGELES

WHEREAS, Section 51300, et seq., of the California Government Code authorizes the execution of contracts between counties and cities within those counties for the provision of services related to city functions by the county for the city; and

WHEREAS, Section 56½ of the Charter of the County of Los Angeles authorizes and provides for the execution of such contracts; and

WHEREAS, the current General Services Agreement (GSA) between the City of Santa Fe Springs and the County of Los Angeles expires on June 30, 2024; and

WHEREAS, the County of Los Angeles has requested that in order to continue the services the City is currently receiving, and to offer the ability to add or augment services in the future, that the City renew the existing agreement for a five-year period, commencing on July 1, 2024 through June 30, 2029.

NOW, THEREFORE BE RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1: The City of Santa Fe Springs hereby notifies the County of Los Angeles Board of Supervisors that the City desires to renew the GSA between the County of Los Angeles and the City of Santa Fe Springs for a five-year period, July 1, 2024 through June 30, 2029. The City Council requests that the County of Los Angeles Board of Supervisors consent to the renewal of said agreement.

Section 2: The Mayor of the City of Santa Fe Springs is hereby authorized to sign, on behalf of the City of Santa Fe Springs, a GSA between the City of Santa Fe Springs and the County of Los Angeles, effective July 1, 2024. A copy of said agreement is attached as Exhibit "A" and by reference made a part hereof.

Section 3: The City Clerk shall attest and certify to the passage and adoption of Resolution No. 9899.

PASSED AND ADOPTED, this 5th day of March, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:
ITEM NO.:

Jay Sarno, Mayor

ATTEST:

Fernando N. Muñoz, Deputy City Clerk

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2024, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of Santa Fe Springs, hereinafter referred to as the "City." RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2029, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2029, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2029, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2024.

The City of Santa Fe Springs,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Cuong Nguyen, Acting Director of Planning

SUBJECT: ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES - AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS (RFQ)

DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the Acting Director of Planning to advertise a Request for Qualifications (RFQ) for On-Call Professional Environmental Consulting Services; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with issuing this RFQ. Upon vendor selection, City staff will bring this item back for City Council review and approval, including proposed expenditure amounts. The fees associated with the environmental services provided would be dependent on each project and the cost for future pass-through services would be borne by project applicants.

BACKGROUND:

The City receives numerous project applications throughout the year that require extensive environmental review and document preparation in compliance with the California Environmental Quality Act (CEQA). The Planning and Development Department does not have in-house resources for all technical expertise. Department staff often need assistance from environmental consulting firms to provide expertise on the CEQA environmental assessment process and to prepare the necessary environmental documents.

Currently, project applicants submit an environmental questionnaire with their entitlement package and City staff determines the necessary CEQA path (Exemption, Negative Declaration, Environmental Impact Report, etc.). Project applicants are then responsible for obtaining a proposal from an environmental consultant to prepare the necessary CEQA document, and the City must approve the proposal. Once the City approves the environmental consultant's proposal, the project applicant submits a deposit to the City to cover the full cost of the CEQA document preparation and the environmental consultant invoices the City as work is completed.

ANALYSIS:

The pre-qualification of environmental consultants for environmental consulting services would assist staff in completing environmental review and documentation in a timely and efficient manner.

ENVIRONMENTAL:

N/A

DISCUSSION:

The Planning and Development Department has prepared the attached RFQ to solicit qualifications from firms to provide on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension. The intention is to select a limited number of qualified firms who will be called upon to peer review documents submitted by applicants and provide technical assistance in preparing initial studies and environmental assessments. All services will be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested.

In addition to preparation of the CEQA documents themselves, the consultants (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to a number of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

The RFQ requires respondents to provide information regarding their qualifications and past experience, understanding of work scope, cost of services, and other supportive information. Once the responses are received and reviewed, the City's anticipated process is to compile a short-list of consultants, conduct interviews, identify and maintain a list of qualified consultants for on-call services (project based), and award contracts based on environmental proposals for each project.

The qualified list of consultants is anticipated to be announced in June 2024, with the award of contracts to the selected consultants.

SUMMARY/NEXT STEPS:

Upon approval of the City Council of the recommended actions, Staff will post the RFQ on the City's website and email the RFQ to a number of firms that provide environmental consulting services.

ATTACHMENT:

- A. RFQ For On-Call Professional Environmental Consulting Services

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES



City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
 - Coordinating review with City staff and any relevant outside agencies.
 - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
 - Preparing written analysis.
 - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
 - Compiling, annotating, and preparing responses to comments.

- Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

- A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.
- B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
 1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
 2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
 3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
 4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
 5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
 6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.
- C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

- D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
 2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
 3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - i. Client Name and contact information
 - ii. Project Description
 - iii. Project start and end dates
 - iv. Client project manager name, telephone number, and e-mail address
- E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

RFQ
On-Call Environmental Consulting Services

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq.*).



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Lana Dich, Director of Finance & Administrative Services
SUBJECT: APPROVE AGREEMENT WITH CLEARGOV FOR BUDGET MANAGEMENT SOFTWARE
DATE: March 5, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the City Manager to execute a three (3) year software as a Service (SaaS) Agreement with ClearGov for Budget Management Software for Fiscal Year (FY) 2024-2027.

FISCAL IMPACT

The total fiscal impact of the contract with ClearGov for three (3) year agreement from FY 2024-25 through FY 2026-27 is approximately \$120,546, including a one-time cost of \$18,000 for activation, onboarding and training; however, this fee has been waived.

Year	Timeframe	Cost**
1**	July 1, 2024 - June 30, 2025	\$ 39,000.00
2	July 1, 2025 - June 30, 2026	\$ 40,170.00
3	July 1, 2026 - June 30, 2027	\$ 41,375.10
	Total***	\$ 120,545.10

The agreement will remain in effect until June 30, 2027. After this date, the City will have the option to establish a new agreement for continued use.

Funds for this expenditure will be budgeted annually in account code 10101210 - 542050 (General Fund – Finance – Contractual Services).

BACKGROUND

Currently, the City's annual budget process relies primarily on the use of Excel spreadsheets, Portable Document Format (PDF), and Word documents. While this method has been effective, it is not the most efficient because it needs to fully integrate with other key business processes, including capital improvement plan development and long-term strategic planning. As a result, the current process is labor-intensive and time-consuming.

In addition, the current budget processes do not allow electronic submission, review, or workflow approvals. Automating the process is an opportunity to increase productivity, reduce errors, and create an audit trail. After observing these capability gaps, staff was given direction to conduct a comprehensive review of budget software solutions that could help solve these challenges and improve the process.

ANALYSIS

NA

ENVIRONMENTAL

NA

DISCUSSION

Over several months, staff conducted research and participated in demonstrations with various companies that offer budget software. Staff has identified ClearGov as the preferred vendor for modern cloud-based budgeting, forecasting, and financial transparency software. ClearGov has an excellent reputation among other municipal users and provides an entirely web-based product designed exclusively for government that will allow the City to improve citizen engagement, increase transparency, and streamline the budget process for users.

ClearGov is an integrated cloud solution for operating budget development, capital planning, personnel planning, revenue forecasting, and online budget book creation. This Software-as-a-Service ("SaaS") solution also has the potential to connect community stakeholders to the budget process and solicit their input.

The following summarizes the key features of the software:

- Operational Budgeting
- Personnel Budgeting
- Capital Budgeting
- Digital Budget Book
- Transparency

During the staff evaluation process, other budget software solutions were considered. However, it became clear that other offerings needed to be more expansive in scope, particularly concerning the need to handle supplemental budget requests, personnel costing, workforce changes, and produce a comprehensive budget book that complies with Government Finance Officer Association (GFOA) requirements. Additionally, during the product demonstration, other representatives could not adequately address questions related to labor costing, leading staff to conclude that this may present a challenge in meeting local requirements.

ClearGov has authorized the City to acquire this software using a cooperative purchase agreement available through The Interlocal Purchasing System (TIPS). In 2023, the Department of Texas Region 8 Education Service Center established this agreement through a competitive bidding process (Agreement No. 230105). As a member of TIPS, the City can use this agreement to purchase items/services using the same terms, conditions, and pricing. Santa Fe Springs Municipal Code Section 34.18B authorizes this purchase. The municipal code section states:

- 1) *Purchases of supplies, equipment, and services shall be made under the procedures outlined in this subchapter, except for the following:*
- 2) *Cooperative or piggyback purchasing, which may consist of the following:*
- 3) *Cooperative purchasing with other public agencies, and with nonprofit groups or organizations established by public entities, provided that a competitive bidding process is used.*
- 4) *Contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and services under a competitive bidding process.*
- 5) *Purchasing supplies, equipment, or services through bid award lists of others, provided that competitive purchasing procedures similar to those required in the City were employed to create such bid award lists.*

SUMMARY/NEXT STEPS

Following award of the contract, the project kickoff between City staff and ClearGov. In alignment with the kickoff meeting a detailed project schedule/timeline would be finalized identifying key deliverables throughout the project.

The implementation of a new budget management software is an extensive and elaborate process involving key City staff and the selected vendor. The project has an estimated six-month timeline, and as such will require participation of staff from Finance. To ensure

project success, the Department might bring contract support, when necessary, to limit interruption during implementation.

ATTACHMENT(S):

- A. Attachment No. 1 – Agreement with ClearGov (Includes TIPS Agreement No. 230105)

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Joe Eiskant
Contact Phone	607-760-0524
Contact Email	jeiskant@cleargov.com

Order Date	Jan 18, 2024
Order valid if signed by	Feb 29, 2024

Customer Information					
Customer	City of Santa Fe Springs	Contact	Rene Bobadilla	Billing Contact	Lana Dich
Address	11710 E. Telegraph Road	Title	City Manager	Title	Finance Director
City, St, Zip	Santa Fe Springs, CA 90670	Email	RBobadilla@santafesprings.org	Email	lanadich@santafesprings.org
Phone	562-868-0511			PO # (If any)	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
TIPS-USA	Vendor ID #5756; Contract #230105

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 3	\$ 18,000.00
Onboarding Discount: WAIVED customer value add	Tier 3	\$ (18,000.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition	Tier 3	\$ 18,500.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 3	\$ 16,800.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 3	\$ 13,200.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 3	\$ 11,000.00
ClearGov BCM Transparency - Civic Edition	Tier 3	\$ 10,100.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 3	\$ (30,600.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 39,000.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Jul 1, 2024	Jul 1, 2024	ClearGov Setup Services
Value Add	May 1, 2024	Jun 30, 2024	ClearGov Subscription Services (PB)
Initial	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

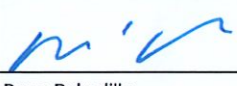
To be clear, you will be billed as follows...

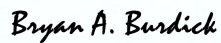
Billing Date(s)	Amount(s)	Notes
Jul 1, 2024	-	One Time Setup Fee - WAIVED
Jul 1, 2024	\$39,000.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Feb 29, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.

Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Rene Bobadilla
Title	City Manager

ClearGov, Inc.	
Signature	DocuSigned by: 
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
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Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

ClearGov, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.
- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. **Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: ClearGov, Inc.

Vendor Address: 2 Mill & Main; Suite 630

City: Maynard

State: MA


Zip Code: 01754

Vendor Authorized Signatory Name: Bryan A. Burdick

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: (855) 553-2715

Vendor Authorized Signatory Email: bburdick@cleargov.com

Vendor Authorized Signature: 

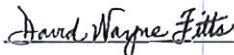
Date: 2/14/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: _____



Date: 5/5/2023



CLEAGOV-01

NDUMONT

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 8/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146		CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE		FAX (A/C, No): (781) 792-3400
INSURED		INSURER A		NAIC #
Clear Gov Inc 2 Mill and Main Place Suite 630 Maynard, MA 01754		Twin City Fire Insurance Company		29459
		INSURER B : Hartford Insurance Group		914
		INSURER C : Hartford Fire Insurance Company		19682
		INSURER D : Chubb of New Jersey		41386
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBAAA4458	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
							MED EXP (Any one person) \$ 1,000,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBAAA4458	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAAA4458	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$
							\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECAW0KLB	1/1/2023	1/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			08TE037862223	3/23/2023	1/1/2024	2,000,000
D	Directors & Officers			8250-7869	5/1/2023	1/1/2025	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Clear Gov Inc Evidence of Coverage 2 Mill and Main Place Suite 630 Maynard, MA 01754	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE