



AGENDA

MEETINGS OF THE PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL

**TUESDAY, FEBRUARY 17, 2026
AT 6:00 P.M.**

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

Assistant City Manager
Interim Fire Chief
Police Chief
Director of Community Development
Director of Finance
Director of Parks & Recreation
Director of Police and Community Services
Director of Public Works
City Clerk

Nicholas Razo
Michael Kozicki
Aviv Bar
Cuong Nguyen
Julio Morales
Gus Hernandez
Arlene Salazar
James Enriquez
Maribel Garcia

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.gov/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, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$500 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.gov. 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.

Council Meeting Start Times: If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

Please Note: Staff reports and supplemental attachments are available for inspection online and 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****PRESENTATIONS****1. SANTA FE HIGH SCHOOL CROSS COUNTRY TEAM (CITY MANAGER)****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**PUBLIC HEARING****2. ANNUAL WEED ABATEMENT PROGRAM (CITY CLERK)**

It is recommended that the City Council:

- 1) Open the public hearing; and
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- 3) Direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

OLD BUSINESS – NONE**REGULAR BUSINESS****3. FISCAL YEAR 2025-2026 MID-YEAR BUDGET REVIEW (FINANCE)**

It is recommended that the City Council:

- 1) Receive and file the report.

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.

PUBLIC FINANCING AUTHORITY

4. MINUTES OF THE JANUARY 27, 2026 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

5. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

6. MINUTES OF THE JANUARY 27, 2026 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

7. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

8. MINUTES OF THE JANUARY 27, 2026 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

9. MINUTES OF THE JANUARY 27, 2026 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

10. MINUTES OF THE JANUARY 27, 2026 CITY COUNCIL MEETINGS (CITY CLERK)

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

11. SECOND READING OF ORDINANCE NO. 1166 AMENDING SECTIONS 155.175.2 (USES) AND 155.637 (MINI-WAREHOUSES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINING THAT THE PROJECT IS EXEMPT FROM CEQA (COMMUNITY DEVELOPMENT)

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1166: An Ordinance of the City of Santa Fe Springs Municipal Code relating to mini-warehouses in the Mixed-Use Transit-Oriented Development (MU-TOD) Zone; and

- 2) Take such additional, related action that may be desirable.

12. COUNCIL CHAMBER AUDIO, VISUAL AND AGENDALINK SOFTWARE TECHNOLOGY UPGRADE – AWARD OF CONTRACT (PUBLIC WORKS)

It is recommended that the City Council:

- 1) In accordance with Santa Fe Springs Municipal Code Section 34.18, find and determine by a 4/5 vote of the City Council that bidding is impractical, not in the best interest of the city and will not likely result in the lowest price; and
- 2) Award a sole-sourced contract to Western Audio Visual and Security (WAVSS) for upgrade of the Council Chamber audio, visual and Agendalink Agenda Management Software technology in the amount of \$119,489; and
- 3) Authorize the City Manager to execute the contract with Western Audio Visual and Security; and
- 4) Appropriate \$120,000 from the Capital Improvement Program Reserve Fund for the project; and
- 5) Take such additional, related action that may be desirable.

13. RESOLUTION NO. 9996 – IMPLEMENTING ALL-WAY STOP CONTROL AT THE INTERSECTION OF ORR & DAY ROAD AND FLOSSMOOR ROAD (PUBLIC WORKS)

It is recommended that the City Council:

- 1) Approve the installation of stop signs with flashing LEDs and advance flashing yellow beacons on Orr & Day Road on its approaches to the intersection with Flossmoor Road; and
- 2) Adopt Resolution No. 9996 to establish an all-way stop control at the intersection of Orr & Day Road and Flossmoor Road; and
- 3) Appropriate \$52,533 from the Capital Improvement Reserve Fund to fund this project; and
- 4) Take such additional, related action that may be desirable.

14. STATE OF HOMELAND SECURITY PROGRAM FUNDS-AWARD OF PURCHASE OF MOTOROLA PORTABLE RADIOS AND ACCESSORIES (FIRE)

It is recommended that the City Council:

- 1) Award the purchase to Motorola Solutions, in the amount of \$180,018.98 for Portable Radios and related accessories; and
- 2) Take such additional, related action that may be desirable.

15. TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED DECEMBER 30, 2025 (FINANCE)

It is recommended that the City Council:

- 1) Receive and file the report.

16. AMENDMENT NO. 1 TO THE EXTENSION OF THE USE AGREEMENT WITH METROPOLITAN LITTLE LEAGUE (PARKS AND RECREATION)

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the extension of the use agreement with Metropolitan Little League; and
- 2) Take such additional, related action that may be desirable.

17. AMENDMENT NO. 1 TO THE EXTENSION OF THE USE AGREEMENT WITH NORWALK SANTA FE SPRINGS SAINTS YOUTH FOOTBALL AND CHEER (PARKS AND RECREATION)

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the extension of the use agreement with Norwalk Santa Fe Springs Saints Youth Football and Cheer; and
- 2) Take such additional, related action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS

Councilmember announcements; requests for future agenda items; conference/meeting 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, Maribel Garcia, 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.gov; 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.



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: Maribel Garcia, City Clerk
SUBJECT: ANNUAL WEED ABATEMENT PROGRAM
DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing;
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- 3) Direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

FISCAL IMPACT

N/A

BACKGROUND

On February 3, 2026, the City Council adopted Resolution No. 9999 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached as Attachment 'B'.

The date of Tuesday, February 17, 2026, at 6:00 P.M. is set for a Public Hearing of protests to the abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted.

2026 WEED ABATEMENT HEARING

Page 2 of 2

It would be appropriate for the Mayor to conduct the Public Hearing and hear from any person(s) who would like to address the City Council.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. Resolution No. 9999
- B. Declaration List

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

RESOLUTION NO. 9999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the city attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to wit.

NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 3, 2026, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 11710 East Telegraph Road, Santa Fe Springs, CA 90670, in the Council Chambers on February 17, 2026 at 6:00 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearing.

City Clerk of the City of Santa Fe Springs

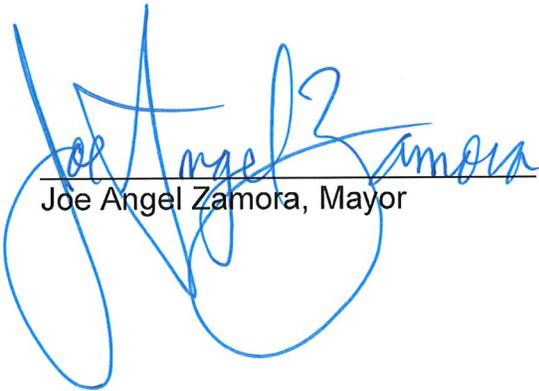
BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT, the 17th day of February, 2026, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 17, 2026.

PASSED and ADOPTED this 3rd day of February, 2026 by the following vote:

- AYES: Councilmembers Rounds, Mora, Martin, Mayor Pro Tem Rodriguez, and Mayor Zamora
- NOES: None
- ABSENT: None
- ABSTAIN: None



Joe Angel Zamora, Mayor

ATTEST:



Maribel Garcia, City Clerk

2026
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 12/16/2025

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803		SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
7005 014 801		SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
7005 014 803		SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
8002 013 801		SOU PAC TRANS CO S B OF E PAR 1 MAP 872-19-130	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 013 803		SOU PAC TRANS CO S B OF E PAR 1 MAP 872-19-130	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 015 800		SOU PAC CO SBE PAR 13 72-19-130D	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 015 801		SOU PAC COS B OF E PAR 8 MAP 72- 19-56	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 015 805		SOU PAC TRANS CO SBE PAR 12 MAP 72-19-130C	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 015 806		SOU PAC TRANS CO S B E PAR 12 AP 872-19-129E	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8002 017 803		A T&S F RY COS B OF E PAR 7 MAP 04- 19-43	8920 REX RD	PICO RIVERA CA	92660
8002 019 042		MCMASTER CARR SUPPLY COMPANY	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8002 021 801		A T&S F RY COS B OF E PAR 8 MAP 04- 19-43	8920 REX RD	PICO RIVERA CA	92660
8002 021 803	LOS NIETO RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8002 021 804		A T&S F RY COS B OF E PAR 9 MAP 04- 19-43	8920 REX RD	PICO RIVERA CA	92660

2026
 LOS ANGELES COUNTY
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8005 009 800		SOU PAC COS B OF E PAR 3 MAP 72-19-129A	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8005 010 801		SOU PAC TRANS CO SBE PAR 15 MAP 72-19-129F	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8005 012 027		GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VALLEY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEVELOPMENT LLC	PO BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 800		SOU PAC TRANS CO SBE PAR 13 MAP 72-19-129E	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8005 015 047		WG HOLDINGS SPV LLC	109 N POST OAK LN STE 230	HOUSTON TX	77024
8005 015 050		WG HOLDINGS SPV LLC	249 OCEAN BLVD	LONG BEACH CA	90802
8005 015 051		WG HOLDINGS SPV LLC	109 N POST OAK LN STE 230	HOUSTON TX	77024
8008 017 800		SOU PAC TRANS CO SBE PAR 10 MP 72-19-128F 2 PT	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8009 001 095		TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 097		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 098		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 101		TOWNLOT FEE LLC	717 WILSHIRE BLVD., 46TH FL	LOS ANGELES CA	90017
8009 004 078		TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 079		TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 116		TOWNLOT FEE LLC	717 WILSHIRE BLVD., 46TH FL	LOS ANGELES CA	90017
8009 004 117		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 118		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017

2026
 LOS ANGELES COUNTY
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 004 119		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 127		TOWNLOT FEE LLC	717 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 128		TOWNLOT FEE LLC	717 WILSHIRE BLVD., 46TH BLVD	LOS ANGELES CA	90017
8009 022 071		SFS REAL ESTATE AND RECOVERY LLC	14555 N 82ND ST	SCOTTSDALE AZ	85260
8009 023 043					
8009 025 800		SOU PAC TRANS CO SBE PAR 11 MAP 72-19-128F	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8009 026 809		SOU PAC TRANS CO	1400 Douglas St Stop 1690	OMAHA NE	68179
8011 002 807		AT AND SF RY CO SBE PAR 34&35 M 804-19-43 M	8920 REX RD	PICO RIVERA CA	92660
8011 004 031		12720 TELEGRAPH LLC	109 N POST OAK LN	HOUSTON TX	77024
8011 004 064		SFW SYSTEMS LLC	PO BOX 235	RANCHO SANTA FE CA	92067
8011 005 013	13007 TELEGRAPH RD	GREEN LEAF XC, LLC	3010 OLD RANCH PARKWAY SUITE 470	SEAL BEACH CA	90740
8011 005 034	10330 GREENLEAF AVE	GREENLEAF XC, LLC	3010 OLD RANCH PARKWAY SUITE #470	SEAL BEACH CA	90740
8011 007 026		TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 027		TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 028		TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 029		TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 038		12720 TELEGRAPH LLC	109 N POST OAK LN	HOUSTON TX	77024
8011 007 039		PRODUCTOL INC	12243 BRANFORD ST	SUN VALLEY CA	91352

2026
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 007 040		12720 TELEGRAPH LLC	109 N POST OAK LN STE	HOUSTON TX	77024
8011 007 041		PRODUCTOL INC	12243 BRANFORD ST	SUN VALLEY CA	91352
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 016 802		A T AND S F RY CO SBE PAR 27 MA 804-19-43J W PT	8920 REX RD	PICO RIVERA CA	92660
8011 017 015		CONTINO, SAM H ET AL HASELTON, TONI A	27156 N 103RD WAY	SCOTTSDALE AZ	85262
8011 017 808		A T AND S F RY CO S B E PAR 2 M 804- 19-44	8920 REX RD	PICO RIVERA CA	92660
8011 017 809		A T AND S F RY CO S B OF E PAR MAP 804-19-43J	8920 REX RD	PICO RIVERA CA	92660
8011 017 810		A T AND S F RY CO S B OF E PAR MAP 804-19-43J	8920 REX RD	PICO RIVERA CA	92660
8017 018 800		SOU PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8017 018 801		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8017 018 802		SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8026 001 800		A T&S F RY COS B OF E PAR 19 MAP 04-19-43	8920 REX RD	PICO RIVERA CA	92660
8044 001 801		AT AND SF RY CO SBE PAR 82 MAP 4- 19-45Z	8920 REX RD	PICO RIVERA CA	92660
8059 001 800		AT AND SF RY CO SBE PAR 83 MAP 804-19-45Z	8920 REX ROAD	PICO RIVERA CA	90660
8059 004 801		A T&S F RY COS B OF E PAR 2 MAP 804-19-45B	8920 REX ROAD	PICO RIVERA CA	90660
8059 005 801		AT AND SF RY CO SBE PAR 1 MAP 804-19-45E	8920 REX ROAD	PICO RIVERA CA	90660

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8059 029 016		BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8059 029 800		A T AND S F RY CO S B E PAR 2 M 804-19-45B	8920 REX ROAD	PICO RIVERA CA	90660
8069 004 803		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8069 006 044	14150 ROSECRANS AVE	VALLEY VIEW-SANTA FE SPRINGS LLC	26100 NORTHWESTERN HWY STE 1913	SOUTHFIELD MI	48076
8069 006 801		A T&S F RY COS B OF E PAR 1 MAP 04-19-45C	8920 REX ROAD	PICO RIVERA CA	90660
8069 007 802		A T AND S F RY CO S B OF E PAR MAP 804-19-45L	8920 REX ROAD	PICO RIVERA CA	90660
8069 007 814		A T AND S F RY CO AND SBE PAR 67 MAP 804-19-45U 2PTS	8920 REX ROAD	PICO RIVERA CA	90660
8069 011 801		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8069 011 802		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8069 013 802		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8069 016 903		STATE OF CA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8069 016 907		STATE OF CA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8069 016 908		STATE OF CA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8069 016 910		STATE OF CA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8069 016 911		STATE OF CA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8069 016 915		STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90012
8082 003 801		SOU PAC TRANS CO SB OF E PAR 1 AP 872-19-55	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179

2026
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 12/16/2025

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8082 003 806		SOU PAC CO SBE PAR 30 MP 72-19-54H 2 PT	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8167 001 807		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8167 002 055		GREENLEAF BUSINESS CENTER LLC	5215 OLD ORCHARD RD STE 420	SKOKIE IL	60077
8167 037 802		SOUTHERN PAC TRANS CO SBE PAR 6 MAP 872-19-285A 2PTS	1700 FARMAN ST 10TH FL	OMAHA NE	68102
8168 001 815		UNION PACIFIC RAILROAD COMPANY	1400 DOUGLAS ST	OMAHA NE	68179
8168 001 816		UNION PACIFIC RAILROAD COMPANY	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 901		LA COUNTY FLOOD CONTROL DISTRICT	900 S FREMONT AVE	ALHAMBRA CA	91803
8168 007 026	9005 SORENSEN AVE, SANTA FE SPRINGS CA 90670	9005 SORENSEN XC LLC	3020 OLD RANCH PKWY STE 200	SEAL BEACH CA	90740
8168 007 814		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 007 816		SOU PACIFIC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 009 027		VALVOLINE LLC	100 VALVOLINE WAY	LEXINGTON KY	40509
8168 009 030		VALVOLINE LLC	100 VALVOLINE WAY	LEXINGTON KY	40509
8168 011 802		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 011 803		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 012 814		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 023 048	11790 SLAUSON AVE	ELISA FAVELA	1412 ESPANOL AVE	MONTEBELLO CA	90640
8177 029 810		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8177 029 815		SO CALIF EDISON CO	2 INNOVATION WAY 2ND FL	POMONA CA	91768
8177 029 823		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179

2026
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 12/16/2025

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8177 029 825		SOUTHERN PACIFIC TRANS COSBE 72-19-283B PAR 7	1700 FARMAN ST. 10TH FLR	OMAHA NE	68102
8178 004 065		CHAVEZ,WILLIAM AND CHAVEZ,FERNANDO	10402 CLIOTA ST	WHITTIER CA	90601
8178 035 811		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 035 812		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8178 035 814		AT AND SF RY CO SBE PAR 36 MAP 4- 19-43N	2500 LOU MENK DR	FORT WORTH TX	76131
8178 035 815		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 036 803		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8178 036 804		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8178 037 805		A T AND S F RY CO	8920 REX ROAD	PICO RIVERA CA	90660
8178 037 806		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 037 810		SOU PAC TRANS CO S B E PAR 6 AP 872-19-284 A	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 037 811		SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
TOTAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					116
TOTAL RECORDS					116



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: Julio Morales, Director of Finance & Administrative Services
SUBJECT: **FISCAL YEAR 2025-2026 MID-YEAR BUDGET REVIEW**
DATE: February 17, 2026

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

N/A

BACKGROUND

The City is in the concluding process of completing its year-end audit for FY 2024-2025 (FY 24-25). Following is a preliminary summary of actual revenues and expenditures based on unaudited information.

Final figures will be available once year-end Annual Comprehensive Financial Report (ACFR) is completed in early 2026.

FY 24-25 Projected Year-End Results (unaudited)

The City Council adopted a FY 24-25 General Fund operating budget of \$90.4 million, plus an additional \$9 million in one-time funding, supplemental budget requests, and transfers from special revenue funds to the General Fund. By mid-year, the Council had authorized additional appropriations of \$4.6 million for various purposes including grant fund recognition, vehicle acquisition, equipment purchases, contractual services, and personnel adjustments, resulting in a total revised budget of \$104 million.

FY 2025-2026 MID-YEAR BUDGET REVIEW

The projected FY 24-25 year-end General Fund results appear favorable.

Actual Revenues – excluding one-time revenues and transfers – were \$99.8 million. Actual Operating Expenditures were \$90.0 million, resulting in a General Fund operating surplus of \$9.8 million. Additionally, the City made a one-time land acquisition totaling \$9.3 million. Actual Operating Revenue compared to Actual Expense, including the one-time land acquisition, creates a projected FY 24-25 net surplus of \$426,941.

FY 24-25 Projected Year-End Actual	
General Fund Revenues	\$99,776,015
General Fund Expenses	\$90,028,217
General Fund Surplus / (Loss)	\$ 9,747,798
One-Time Land Acquisition	\$ 9,320,857
Net Surplus / (Loss)	\$ 426,941

ANALYSIS

The City Council adopted the Fiscal Year 2025-2026 (FY 25-26) budget on June 17, 2025. The Second Quarter (Q2) financial report covers revenue and financial operating performance for the six months ended December 31, 2025.

General Fund

FY 25-26 Q2 Revenue

For the six months ended December 31, 2025, the City’s actual revenue is \$42.0 million, which is 43% of the FY 25-26 budget. Last year’s Q2 actual revenue was \$38.0 million or 41% of the budget. A detailed revenue summary with comparisons to last year is included in Attachment A.

Sales and Transaction Use Tax is remitted to the City on a two-month delayed basis, therefore the data in this report is through November. December Sales and Transaction Use Tax data will not be received until after the date of this Council report. Actual Sales Tax revenue through November is \$15.5 million. Last year’s Sales Tax revenue for the same period was \$15.7 million. Actual Transactions and Use Tax (Measure Y) revenue is \$7.1 million, compared to \$6.9 million last year.

Property Tax Revenue through December is \$1.08 million, slightly greater than the \$1.05 million reported last year. Redevelopment Property Tax Trust Fund (RPTTF) is received in January and, therefore, is not included in this mid-year update.

Looking ahead to the remainder of FY 25-26, City revenues will be augmented following the voter-approved Measure L quarter-cent sales tax measure that passed in November. It is projected that this will generate an additional \$1.0 million in Sales Tax Revenue collection commencing in April.

FY 25-26 Q2 Expense

Actual operating expenses are \$56.7 million, which is 49.5% of the FY 25-26 budget. Last year's Q2 actual expenses were \$56.0 million or 53.4% of the budget. Operating Expenses are greater than Revenues primarily due to one-time payments including Unfunded Accrued Liability (\$13.7 million), Insurance Premiums (\$1.6 million), and Workers' Compensation (\$937,000).

Current year actual expenses are \$700,000, or 1.3%, greater than last year's mid-year actuals. The primary drivers of this variance are (by department):

- City Manager's Office: Contract services are less by \$220,000.
- Finance: Salaries and benefits are less by \$120,000 due to staff vacancies.
- Police Services: Operating expenses are less by \$376,000 primarily due to last year's mid-year actuals being overstated.
- Fire-Rescue: Overtime costs are less by \$400,000.
- Community Development: Contract services are greater by \$306,000.
- Public Works-Engineering: Plan check service costs are greater by \$500,000. However, this amount is offset by an increase in plan check revenues.
- Public Works-Maintenance: Contract services are less by \$230,000; supplies are less by \$250,000.
- Community Services: Contract services are greater by \$600,000.
- Parks & Recreation: Part-time staff salaries, contract services, and supplies are greater by \$900,000 due to increased events and facility audio/visual enhancements.

Although expenses in FY 25-26 Q2 are slightly greater than last year, on a percentage basis, current year actuals are trending in-line with budget at nearly 50% utilized at the mid-point of the fiscal year.

Water Utility

Due to challenges associated with the billing system transition, mid-year revenues reflect a delay in collections of 1-2 billing cycles, further exacerbated by delinquent payments. Through mid-year, Water Utility revenues are \$1.1 million and expenses are \$7.1 million,

FY 2025-2026 MID-YEAR BUDGET REVIEW

or 36.6% of the budget. However, revenue collection patterns have now been normalized and more accurate revenue data will be provided in future period reporting.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The proposed FY 25-26 Mid-Year budget review is presented to the City Council as a receive and file item.

ATTACHMENT(S):

- A. FY 25-26 Q2 Revenue Summary
- B. FY 25-26 Q2 General Fund Expense Summary

<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
FY 2025-2026 REVENUE SUMMARY
FOR THE SIX MONTHS ENDING DECEMBER 31, 2025

Revenue Category	FY24-25 Adopted Budget	FY24-25 Q2 Actual	% YTD	FY25-26 Adopted Budget	FY25-26 Q2 Actual	% YTD
Property	\$ 2,700,000	\$ 1,053,088	39%	\$ 3,000,000	\$ 1,084,165	36%
Property - Pass Thru to City (RPTTF)	2,800,000	-	0%	2,856,000	-	0%
Sales & Use	39,440,000	15,692,852	40%	39,440,000	15,475,472	39%
Transactions & Use (Measure Y)	17,560,000	6,883,206	39%	17,560,000	7,091,783	40%
Franchise	4,140,000	1,583,177	38%	5,403,000	2,334,590	43%
Business License	770,000	402,403	52%	659,840	348,032	53%
Utility User's Tax (UUT)	8,000,000	4,396,843	55%	8,939,400	4,756,350	53%
Transient Occupancy	150,000	77,458	52%	145,887	33,213	23%
Oil Well	140,000	145,970	104%	148,889	3,520	2%
Barrel	110,000	91,196	83%	113,468	304	0%
Property Transfer	370,000	61,965	17%	232,733	96,978	42%
Vehicle in Lieu Taxes	2,600,000	-	0%	2,943,696	28,694	1%
Subtotal	\$78,780,000	\$30,388,158	39%	81,442,913	\$31,253,101	38%
Net Interest Earnings	1,000,000	663,903	66%	4,400,000	2,039,471	46%
Rentals	330,000	228,647	69%	400,000	242,260	61%
Ground Lease	820,000	412,000	50%	549,334	861,019	157%
Development	400,000	-	0%	265,549	-	0%
Subtotal	\$ 2,550,000	\$ 1,304,550	51%	5,614,883	\$ 3,142,750	56%
Other	250,000	263,224	105%	300,000	125,566	42%
Greenwaste Host Fee	960,000	173,563	18%	1,050,000	587,633	56%
Subtotal	\$ 1,210,000	\$ 436,787	36%	1,350,000	\$ 713,200	53%
Program Revenues	11,157,000	5,838,145	52%	9,492,604	6,877,900	72%
Subtotal	\$11,157,000	\$ 5,838,145	52%	9,492,604	\$ 6,877,900	72%
YTD Revenue Received	\$93,697,000	\$37,967,640	41%	\$97,900,400	\$41,986,951	43%

CITY OF SANTA FE SPRINGS
FY 2025-2026 EXPENSE SUMMARY
FOR THE SIX MONTHS ENDING DECEMBER 31, 2025

General Fund

Department	FY24-25 Q2 Actual	% YTD	FY25-26 Adopted Budget	FY25-26 Amended Budget	FY25-26 Q2 Actual	% YTD
City Manager's Office	\$ 5,696,297	58.7%	\$ 10,806,000	\$ 11,471,000	\$ 5,371,986	46.8%
Finance	2,792,398	39.4%	7,518,948	7,573,617	2,612,612	34.5%
Police Services	11,632,508	55.7%	23,940,068	24,063,605	11,256,194	46.8%
Fire-Rescue	17,336,427	62.8%	28,262,800	28,738,166	16,839,907	58.6%
Community Development	1,182,218	29.7%	4,265,450	4,265,450	1,438,252	33.7%
Public Works						
Engineering	1,882,499	41.0%	4,665,350	4,713,887	2,476,864	52.5%
Maintenance	6,870,888	47.8%	15,700,700	15,742,914	5,932,458	37.7%
Community Services						
Administration	763,673	38.5%	1,884,510	1,884,510	1,057,481	56.1%
Public Art & Art Education	232,583	29.0%	1,080,350	1,082,234	496,006	45.8%
Library & Cultural Services	1,360,037	49.6%	2,965,400	2,965,400	1,299,614	43.8%
Transit Services	208,065	27.7%	756,000	756,000	349,293	46.2%
Family & Human Services	1,317,079	50.3%	3,083,900	3,083,900	1,709,266	55.4%
Parks and Recreation Services	3,795,757	57.3%	8,100,265	8,147,414	4,782,315	58.7%
Total Operating Expense	\$ 55,070,427	53.1%	\$ 113,029,741	\$ 114,488,097	\$ 55,622,247	48.6%
Non-Departmental						
Vehicle Acquisitions	\$ 905,849	79.3%	\$ -	\$ -	\$ 1,056,328	NA
Interfund Transfers	-	0.0%	-	-	-	0.0%
Total Non-Departmental	\$ 905,849	79.3%	\$ -	\$ -	\$ 1,056,328	0.0%
Grand Total - General Fund	\$ 55,976,276	53.4%	\$ 113,029,741	\$ 114,488,097	\$ 56,678,575	49.5%

FOR ITEM NO. 4, PLEASE SEE ITEM NO. 10



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members
FROM: René Bobadilla, P.E., Executive Director
BY: Julio Morales, Director of Finance
**SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)**
DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

N/A

BACKGROUND/DISCUSSION

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 01/31/26	None
Outstanding principal at 01/31/26	\$7,750,000

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH
THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA)**
Page 2 of 2

Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

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

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



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members
FROM: René Bobadilla, P.E., Executive Director
BY: Julio Morales, Director of Finance
SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA)
DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 01/31/2026	None
Outstanding principal on 01/31/2026	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 01/31/2026	None
Outstanding principle on 01/31/2026	\$175,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH
THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA)**
Page 2 of 2

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

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

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

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



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: Maribel Garcia, City Clerk
SUBJECT: **MINUTES OF THE JANUARY 27, 2026 CITY COUNCIL MEETINGS**
DATE: February 17, 2026

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 Meeting of January 27, 2026
- Regular Meeting of January 27, 2026

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

MINUTES OF THE REGULAR CITY COUNCIL MEETINGS

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. January 27, 2026 Special Meeting Minutes
- B. January 27, 2026 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

January 27, 2026

CALL TO ORDER

Mayor Zamora called the meeting to order at 5:04 p.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CLOSED SESSION

1. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Section 54956.8)

Property: APNs: 8178-001-045

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiation parties: Primestor Development, LLC

Under negotiation: Financing Terms

***Mayor Zamora recessed the meetings at 5:05 p.m.
Mayor Zamora reconvened the meetings at 6:04 p.m.***

CLOSED SESSION REPORT

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

ADJOURNMENT

Mayor Zamora adjourned the meeting at 6:04 p.m.

Joe Angel Zamora
Mayor

ATTEST:

Maribel Garica
City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

January 27, 2026

CALL TO ORDER

Mayor Zamora called the meeting to order at 6:04 p.m.

ROLL CALL

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

Members absent: None.

INVOCATION

Samuel Zamora led the invocation.

PLEDGE OF ALLEGIANCE

Samuel Zamora led the pledge of allegiance.

PRESENTATIONS

- 1. RECOGNITION OF THE 2025 HOLIDAY HOME DECORATING CONTEST WINNERS**
- 2. 2026 TOURNAMENT OF ROSES SANTA FE SPRINGS FLOAT**
- 3. PARKS AND RECREATION MASTER PLAN**
- 4. A YEAR IN CRIME STATS**

CHANGES TO AGENDA - NONE

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST - NONE

REGULAR BUSINESS

- 5. APPOINTMENTS TO CITY COMMISSIONS/COMMITTEES AND EXTERNAL**

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and make appointments to City commissions and committees as desired; and

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

- 2) Review and make appointments to City Council subcommittees as desired; and
- 3) Review and make appointments to external organizations as desired; and
- 4) Take such additional, related action that may be desirable.

Council made the following appointments to external organizations:

Organization	Council Liaison
California Contract Cities Association	Martin
Chamber Youth Enrichment Fund Board	Rounds
City Selection Committee (League of Cal Cities) (Mayor is Rep)	Mayor Martin
Gateway Cities Council of Governments	Zamora Alt - Martin
91/605/405 Committee (Subcommittee of COG)	Zamora
I-5 Consortium Policy Board	Rodriguez Alt - Martin
Joint Powers Insurance Authority	Martin Alt - Rounds

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

LA CADA	Rodriguez Alt - N/A
League of California Cities	Mayor Alt - Martin
Sanitation District (Mayor is Rep)	Mayor Alt - Rodriguez
SFHS Education Foundation	Rodriguez
SASSFA	Mora Alt - N/A
SEAACA	Martin Alt - Rodriguez
Southeast Water Coalition Board	Zamora
Southern California Association of Governments (SCAG)	Zamora Alt - Martin
Vector Control Appt can be for 2 or 4 yrs.	Rounds

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

It was moved by Councilmember Rounds, seconded by Councilmember Mora, to approve the appointments to City commissions and committees, approve the appointments to City Council subcommittees, and approve the appointments to external organizations, by the following vote:

Ayes: Rounds, Mora, Martin, Rodriguez, Zamora
Noes: None
Absent: None
Recuse: 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.

PUBLIC FINANCING AUTHORITY

6. MINUTES OF THE JANUARY 27, 2026 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

7. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

8. MINUTES OF THE JANUARY 27, 2026 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

9. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

HOUSING SUCCESSOR

10. MINUTES OF THE JANUARY 27, 2026 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

11. MINUTES OF THE JANUARY 27, 2026 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

12. ADOPT RESOLUTION SA-2026-001 APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 26-27) AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Adopt Resolution SA-2026-001 Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 26-27) and Administrative Budget for the Period July 1, 2026 through June 30, 2027.

CITY COUNCIL

13. MINUTES OF THE JANUARY 27, 2026 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

14. RENEWAL OF THE AGREEMENT WITH THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER FOR WEED ABATEMENT SERVICES (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the renewal of a five-year services agreement between the City of Santa Fe Springs and the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures for weed abatement services.

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

15. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SNO N GO ACCOUNTING, PC (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute an amendment with Snow N Go Accounting, PC for bank reconciliation and general accounting services; and
- 2) Take such additional, related action that may be desirable.

16. AUTHORIZE ISSUING BLANKET PURCHASE ORDERS TO LN CURTIS FOR VARIOUS SUPPLIES AND EQUIPMENT FOR POLICE AND FIRE (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize increasing the City's existing blanket purchase order to LN Curtis & Sons (Curtis) to \$165,000 for various supplies and equipment for Police and Fire services; and
- 2) Authorize issuing a City-wide blanket purchase order to Curtis for Fiscal Year 2026 – 27 in the amount of \$175,000; and
- 3) Authorize issuing a City-wide blanket purchase order to Curtis for Fiscal Year 2027-28 in the amount of \$185, 000; and
- 4) Take such additional, related action that may be desirable.

17. AUTHORIZE CITY MANAGER TO AMEND TAX-EXEMPT LEASE AGREEMENT WITH BANK OF AMERICA TO FINANCE THE PURCHASE OF FIRE RESCUE VEHICLES AND EQUIPMENT (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase of Fire Chief Emergency Response Vehicle not to exceed \$75,916.
- 2) Authorize the purchase of Assistant Fire Chief Emergency Response Vehicle not to exceed \$49,200.
- 3) Authorize the purchase of Fire Inspector Vehicle not to exceed \$40,000.
- 4) Authorize the Director of Finance to amend the tax-exempt lease agreement with Bank of America, N.A., to finance various vehicles and equipment, over a 6-year term at an interest rate of not-to-exceed 4.0%, in an amount not-to-exceed \$166,000.

18. AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR STAGE, SOUND, LIGHTING, TRUSS STRUCTURES, AND VIDEO PRODUCTION SERVICES (PARKS AND REC)

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize staff to advertise a Request for Proposal (RFP) for Stage, Sound, Lighting, Truss Structures, and Video Production Services; and
- 2) Take such additional, related action that may be desirable.

19. CITY HALL WEST WING OFFICE RENOVATION – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Final Payment to CTG Construction, Inc. dba C.T. Georgiou Painting Co., of Wilmington, California for \$217,000 (Less 5% Retention); and
- 2) Approve the final contract amount with CTG Construction, Inc. dba C.T. Georgiou Painting Co., in the amount of \$936,425; and
- 3) Authorize the City Manager to execute Contract Change Orders Numbers 1-7 in an aggregate amount of \$455,000; and
- 4) Take such additional, related action that may be desirable.

20. SANTA FE SPRINGS PARK PLAYGROUND REPLACEMENT – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the final payment to Dave Bang, Inc. of Tustin, California for \$27,484 (Less 5% Retention); and
- 2) Approve the final contract amount with Dave Bang, Inc. in the amount of \$487,107; and
- 3) Authorize the Director of Public Works to execute Contract Change Order Nos. 1-3 in an aggregate amount of \$31,388; and
- 4) Take such additional, related, action that may be desirable.

21. ADOPTION OF A RESOLUTION APPOINTING MEMBERS TO THE PUBLIC FINANCING AUTHORITY GOVERNING THE ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. PFA 2026-001 appointing members of the City Council and citizens at large to serve as the governing body of the Public Financing Authority (PFA) for the City of Santa Fe Springs' Enhanced Infrastructure Financing District (EIFD).

Minutes of the January 27, 2026 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

22. QUARTERLY UPDATE #3-COMPREHENSIVE ZONING CODE UPDATE PROJECT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this update on the Comprehensive Zoning Code Update project.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Martin, to approve the consent calendar, by the following vote:

Ayes: Rounds, Mora, Martin, Rodriguez, Zamora
Noes: None
Absent: None
Recuse: None

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rounds reported attending the League of California Cities Conference in Sacramento and commented on the City’s Rose Parade float.

Councilmember Mora thanked staff for their work in 2025, extended well wishes for 2026, and commended staff for the Rose Parade float.

Councilmember Martin reported attending the League of California Cities Conference in Sacramento, referenced participation in the Rose Parade float, thanked residents for holiday decorations, and announced SEACCA’s February pet adoption promotion.

Mayor Pro Tem Rodriguez thanked volunteers for the Rose Parade float, congratulated Mayor Zamora on his appointment, invited guests to Quartermania on January 31, and commented on holiday home decorations.

Mayor Zamora reported attending the League of California Cities Conference in Sacramento, commented on mental health initiatives in our State, and expressed appreciation for the Rose Parade float.

ADJOURNMENT

Mayor Zamora adjourned the meeting in memory of Maria De La Luz Saucedo at 7:26 p.m.

Joe Angel Zamora
Mayor

ATTEST:

Maribel Garcia
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: Cuong Nguyen, Director of Community Development
Laurel Reimer, AICP, Planning Consultant

SUBJECT: SECOND READING OF ORDINANCE NO. 1166 AMENDING SECTIONS 155.175.2 (USES) AND 155.637 (MINI-WAREHOUSES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINING THAT THE PROJECT IS EXEMPT FROM CEQA

DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1166: An Ordinance of the City of Santa Fe Springs Municipal Code relating to mini-warehouses in the Mixed-Use Transit-Oriented Development (MU-TOD) Zone; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

Adoption of the proposed Zoning Code Amendment will not have a fiscal impact.

BACKGROUND/DISCUSSION

The City first established regulations for mini-warehouse uses with the adoption of Ordinance 468 on October 10, 1974. Ordinance 468 added a definition of “mini-warehouse” to distinguish a mini-warehouse use from a typical warehouse use, required approval of a Conditional Use Permit prior to establishment of a mini-warehouse, and included provisions to restrict the size, location, and function of a mini-warehouse. Mini-warehouses were limited to the M-1 and M-2 Zones on parcels less than two acres in

Ordinance No. 1166 – MINI-WAREHOUSES

Page 2 of 3

size. Additionally, mini-warehouses could not be located within 1,000 feet of a residential zone, commercial zone, school, or park, or occupy frontage on a freeway, major, or secondary highway.

On September 28, 2017, the City Council adopted Ordinance No. 1089 to amend the Zoning Regulations to allow for mini-warehouses on parcels up to three acres in size, on properties adjoining a freeway, major or secondary highway, and located within 1,000 feet of a residential zone, commercial zone, school, or park. Ordinance No. 1089 also required approval of a Development Plan Approval, in addition to a Conditional Use Permit, and added architectural and design requirements for mini-warehouse buildings.

On August 21, 2025, Amerco Real Estate Company, a real estate company providing real estate and development services for U-Haul, submitted an application for a Zoning Code Amendment. The proposed Zoning Code Amendment (Attachment A) will amend Sections 155.175.2 (Uses) and 155.637 (Mini-Warehouses) of the Zoning Code to allow for mini-warehouse uses in the Mixed-Use Transit-Oriented Development (MU-TOD) zone. Specifically, the ZCA will achieve the following:

- Require an operating agreement for all mini-warehouses in all zones
- Make mini-warehouses a conditionally permitted use in the MU-TOD zone
- Require mini-warehouses in the MU-TOD zone to comply with the mixed-use zones' architectural design standards
- Require mini-warehouses in the MU-TOD zone to be a minimum of three stories
- Require mini-warehouses in the MU-TOD zone to include an active ground-floor commercial or retail use that contributes to and supports a pedestrian-oriented experience
- Limit the location of mini-warehouses in the MU-TOD zone to parcels that directly abut a heavy railway
- Require ancillary rental moving vehicles to be stored in a designated area and screened from view

ANALYSIS

The proposed Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:

1. Policy LU-1.6 – Community Benefits. Ensure that new development(s) provide a net community benefit and pay their fair share of fiscal impacts on infrastructure and services.
2. Policy LU-6.8 – Community Facilities. Locate community facilities, such as shopping areas, places of worship, clubs, and governmental offices on the periphery of residential areas so as to have both convenient vehicular access from arterial streets (without inducing traffic over local residential streets) and convenient pedestrian access from adjacent residential areas.
3. Goal LU-11 – Well-designed, attractive business districts and neighborhoods.

Ordinance No. 1166 – MINI-WAREHOUSES

4. Policy ED-3.4 – Mixed Use Commercial Uses. Maximize retail and commercial services within mixed-use development and within the transit-oriented community districts.
5. Policy ED-4.4 – Strategic Additional Revenue Sources. Investigate the components of business-use costs, including amounts, as well as how costs can be offset by benefits, and how revenue options (e.g., impact fees targeting truck traffic) will: a) directly affect various business types and b) indirectly affect the attractiveness of the community as a business location.

Mini-warehouse uses can be complementary to the characteristics of transit-oriented development (TOD). TOD typically offers high-density housing with limited parking for private cars. In turn, high-density, multifamily housing is more likely to be rental housing than single-family homes. Apartments offer limited storage space and are overall smaller than typical detached homes, as they often do not have attached garages or yards in which possessions can be stored. In this way, proximity to a mini-warehouse can act as an extension of the home and a complement to TOD.

Mini-warehouses will require approval of a Conditional Use Permit and Development Plan Approval, ensuring mini-warehouses are attractive, comply with development standards, and operate with minimal impact to surrounding uses. Additionally, mini-warehouse developers will be required to enter into an operating agreement with the City to ensure public benefit.

ENVIRONMENTAL

At its February 3, 2026, City Council meeting, the City Council determined that the adoption of Ordinance No. 1166 was exempt from CEQA.

SUMMARY

Ordinance No. 1166 will take effect 30 days after its adoption.

ATTACHMENT(S):

- A. Ordinance No. 1166
 - a. Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

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

ORDINANCE NO. 1166

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.175.2 (USES) AND 155.637 (MINI-WAREHOUSES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE

WHEREAS, on December 8, 2025, the Planning Commission of the City of Santa Fe Springs conducted a duly noticed public hearing and adopted Resolution 310-2025 recommending that the City Council adopt an Ordinance to amend Sections 155.175.2 (Uses) and 155.637 (Mini-Warehouses) within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code; and

WHEREAS, on February 3, 2026, the City Council of the City of Santa Fe Springs considered this Ordinance, the staff report, and all testimony, written and spoken, at a duly noticed public hearing; and

WHEREAS, the Zoning Code Amendment meets the requirements as contained in Planning and Zoning Law (Government Code sections 65800-65912); and

WHEREAS, the Zoning Code Amendment has been prepared and will be adopted in accordance with the requirements of Planning and Zoning Law (Government Code sections 65850-65860).

NOW THEREFORE, the City Council of the City of Santa Fe Springs does ordain as follows:

SECTION 1. The Zoning Code Amendment is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a “significant effect on the environment” as defined in Public Resources Code Section 21068 and CEQA Guidelines Section 15382 as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. Adopting the Zoning Code Amendment would not be an activity with the potential to cause a significant effect on the environment, and therefore is exempt from CEQA. Consequently, no other environmental documents are required by law.

SECTION 2. The Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:

1. Policy LU-1.6 – Community Benefits. Ensure that new development(s) provide a net community benefit and pays their fair share of fiscal impacts on infrastructure and services.
2. Policy LU-6.8 – Community Facilities. Locate community facilities, such as shopping areas, places of worship, clubs, and governmental offices on the

1st READING: February 3, 2026
2nd READING: February 17, 2026

- periphery of residential areas so as to have both convenient vehicular access from arterial streets (without inducing traffic over local residential streets) and convenient pedestrian access from adjacent residential areas.
3. Goal LU-11 – Well-designed, attractive business districts and neighborhoods.
 4. Policy ED-3.4 – Mixed Use Commercial Uses. Maximize retail and commercial services within mixed-use development and within the transit-oriented community districts.
 5. Policy ED-4.4 – Strategic Additional Revenue Sources. Investigate the components of business-use costs, including amounts, as well as how costs can be offset by benefits, and how revenue options (e.g., impact fees targeting truck traffic) will: a) directly affect various business types and b) indirectly affect the attractiveness of the community as a business location

Mini-warehouse uses can be complementary to the characteristics of transit-oriented development (TOD). TOD typically offers high-density housing with limited parking for private cars. In turn, high-density, multifamily housing is more likely to be rental housing than single-family homes. Apartments offer limited storage space and are overall smaller than typical detached homes, as they often do not have attached garages or yards in which possessions can be stored. In this way, proximity to a mini-warehouse can act as an extension of the home and a complement to TOD. Mini-warehouses will require approval of a Conditional Use Permit and Development Plan Approval, ensuring mini-warehouses are attractive, comply with development standards, and operate with minimal impact to surrounding uses. Additionally, mini-warehouse developers will be required to enter into an operating agreement with the City to ensure public benefit.

SECTION 3. Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting on this 17th day of February, 2026.

1st READING: February 3, 2026
2nd READING: February 17, 2026

ATTEST:

Joe Angel Zamora, Mayor

Maribel Garcia, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SANTA FE SPRINGS)

I, Maribel Garcia, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Urgency Ordinance was adopted at a regular meeting of the City Council held on the 17th day of February 2026, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maribel Garcia, City Clerk

Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

1st READING: February 3, 2026
2nd READING: February 17, 2026

**EXHIBIT A - Zoning Code Amendment
Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the
Municipal Code of Santa Fe Springs**

Key:

Normal Text = Existing unmodified Code language

~~Strikethrough Text~~ = Proposed language to be removed from the existing Code

Underline Text = Proposed language to be added to the Code

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.175.2 (Uses) is hereby amended as follows:

§ 155.175.2 USES.

Permitted uses and conditional uses are shown in Table 1 below. Where a "P" is indicated, the use is a principal permitted use in the zone. Where a "CUP" is indicated, the use is permitted in the zone only after a valid conditional use permit has first been issued. Where an "AUP" is indicated, the use requires an administrative use permit from the Director of Planning and Development. Where an "X" is indicated, the use is not allowed.

TABLE 1: MIXED-USE ALLOWED USES AND PERMIT REQUIREMENTS				
P: Permitted Use X: Use Not Allowed CUP: Conditional Use Permit AUP: Administrative Use Permit				
Uses	Land Use Regulation			Specific Use Regulations
	MU	MU-DT	MU-TOD	
<i>Residential Uses</i>				
Single unit dwelling	X	X	X	
Multi-unit dwellings	P	P	P	For projects on properties identified in the Housing Element as Lower Income Regional Housing Needs Assessment sites, those projects must comply with California Government Code § 65583.2(h) and (i) ¹
Accessory dwelling unit	P	P	P	Subject to the regulations in § 155.644
Boarding house and single room occupancy (SRO)	CUP	CUP	CUP	
Employee housing, large	P	P	P	
Employee housing, small	P	P	P	
Live/work unit	P	P	P	

Supportive housing	P	P	P	
Transitional housing	P	P	P	
<i>Care Services and Facilities</i>				
Community care facilities, large	CUP	CUP	CUP	
Community care facilities, small	P	P	P	
Emergency shelter, permanent	P	X	X	Emergency shelter facilities are subject to § 155.629.1
Emergency shelter, temporary low barrier navigation centers	P	P	P	
Family day care home, large	AUP	AUP	AUP	-Subject to Approval by Director of Planning and Development -See § 155.625; Day Care; Large Family -Allowed in stand-alone residential uses only
Family day care home, small	P	P	P	Allowed in stand-alone residential uses only
Hospitals and clinic/urgent care				CUP required for: blood/plasma donation centers, new clinic/urgent care establishments with more than 10,000 square feet of floor area, and hospitals.
Clinic/urgent care	P/CUP	P/CUP	P/CUP	
Hospital	CUP	X	X	
<i>Recreation, Education, and Public Assembly Uses</i>				
Commercial recreation facilities (indoor facilities only)	CUP	CUP	CUP	Amusement arcades are subject to § 155.614; Bingo parlors and game rooms are subject to § 155.617; Clubs, lodges and similar organizations are subject to § 155.622
Community gardens	P	P	P	
Cultural institutions	P	P	P	
Entertainment venue (indoor facilities only)	P/CUP	P/CUP	P/CUP	CUP is required for new establishments with more than 10,000 square feet of floor area or establishments with live entertainment (incidental or standalone). Adult uses are subject to § 155.602
Gymnasium and fitness centers (large)	P/CUP	P/CUP	P/CUP	CUP required for new establishments with more than 10,000 square feet of floor area

Gymnasium and fitness centers (small)	P	P	P	
Parks and public plazas	P	P	P	
Religious assembly facilities	P	P	P	
Schools, K through 12, private	CUP	CUP	CUP	
Schools, K through 12, public	P	P	P	
Technical trade, business or professional schools	CUP	CUP	CUP	
Colleges and universities, public and private	CUP	CUP	CUP	
<i>Eating Establishments</i>				
Breweries, wineries, or distilleries	CUP	CUP	CUP	Subject to § 155.628 Sale or service of alcoholic beverages
Cigar lounges and bars	P/CUP	P/CUP	P/CUP	Lounges serving alcoholic beverages are subject to § 155.723 Conditional use permits for entertainment and other uses and § 155.628 Sale or service of alcoholic beverages
Cocktail lounges and bars	CUP	CUP	CUP	Subject to § 155.723 Conditional use permits for entertainment and other uses and § 155.628 Sale or service of alcoholic beverages
<i>Restaurants</i>				
Where the outdoor dining area is more than 50% of the overall seating area	CUP	CUP	CUP	
Serving alcoholic beverages	CUP	CUP	CUP	Restaurants serving alcoholic beverages are subject to § 155.628 Sale or service of alcoholic beverages
With drive-in or drive-through facilities	CUP	CUP	CUP	
All other restaurants	P	P	P	
<i>Retail, Commercial Service, and Office</i>				
Automated teller machines (ATMs) Drive-through	CUP	CUP	CUP	
Automated teller machines (ATMs) Standalone	P	P	P	

Business support services	P	P	P	
Check cashing business and/or pawn shop	CUP	X	X	
Financial institutions and related services	P	P	P	
Hotel and/or motel	CUP	CUP	CUP	
<u>Mini-Warehouses</u>	<u>X</u>	<u>X</u>	<u>CUP</u>	<u>Subject to §155.637 Mini-warehouses</u>
Office, business, and professional (non-medical and dental offices)	P	P	P	
Office, medical or dental	P	P/CUP	P/CUP	CUP required for medical or dental office developments with more than 10,000 square feet of floor area
Personal services, general	P	P	P	
Personal services, restricted	CUP	CUP	CUP	
Retail, general	P/CUP	P/CUP	P/CUP	CUP required for new retail establishments with more than 20,000 square feet of floor area or more than 2,000 square feet of outdoor sales
Retail, restricted	CUP	CUP	CUP	
Veterinary clinic and/or animal grooming (indoor only)	P	P	P	Outdoor kennels or dog runs are not permitted
<i>Automobile-Oriented Uses</i>				
Automobile sales and rental	X	X	X	
Automobile washing/detailing	X	X	X	
Automobile service, major	X	X	X	
Automobile service, minor	X	X	X	
Drive-in/drive-through establishments	CUP	CUP	CUP	
Service/fueling station, automobile	X	X	X	
<i>Light Industrial</i>				
Laboratory; medical, analytical, research, testing (existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited

Manufacturing, light (existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited
Research and development (existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited
<i>Other Uses</i>				
Transit stations	CUP	CUP	P	
Utility facilities				
Facilities with on-site staff	CUP	CUP	CUP	
Facilities with no on-site staff	P	P	P	
Wireless telecommunication facilities, satellite dish antenna	Subject to Chapter 157 (Wireless Telecommunications Facilities) and as otherwise regulated by this section.			

Notes:

¹ For housing element sites, please see General Plan Housing element Tables H-33 and H-34 at www.santafesrpings.org, Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20 percent affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division-1.&title=7.&part=&chapter=3.&article=10.6.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.637 (Mini-warehouses) is hereby amended as follows:

§ 155.637 MINI-WAREHOUSES.

- (A) Mini-warehouses shall be permitted in the M-1, ~~and M-2 Zones~~ and MU-TOD Zones only after a valid conditional use permit, operating agreement and development plan approval have been granted. Notwithstanding, no conditional use permit shall be granted for a mini-warehouse facility along the Telegraph Road Corridor.
- (B) Individual storage units shall only be used for the pick-up and deposit of goods and/or property within the storage unit. Storage units shall not be used for any other activities, including, but not limited to:
 - (1) Residences, with the exception of the manager's residential unit;
 - (2) Offices, workshops, studios, hobby or rehearsal areas;
 - (3) Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity;
 - (4) Conducting retail sales of any kind including garage or estate sales or auctions or to conduct any other commercial activity;

- (5) Storage of flammable, perishable or hazardous materials or the keeping of animals; and
 - (6) Truck or vehicle rental without obtaining all necessary approvals.
- (C) In addition to any other conditions which may be imposed on the granting of such conditional use permit and development plan approval, including, but not limited to, hours of operation, noise, lighting, and security, the following conditions shall apply:
- (1) Mini-warehouses shall not be located on parcels exceeding three acres in size.
 - (2) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete. Other materials may be acceptable for exterior walls if the Planning Commission determines that visual compatibility with the surrounding development can be achieved with the use of such materials. Within the MU-TOD Zone, exterior wall materials shall be visually compatible with those of surrounding existing or prospective residential and/or mixed-use developments, per §155.175.15 (Architectural Design Standards) of the Zoning Code. The use of prefabricated structures is prohibited.
 - (3) Setbacks and landscaping greater than those required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.
 - (4) No part of the facility shall be converted to another use unless and until proper approval has been granted by the Planning Commission and by the City Council.
 - (5) Outdoor storage is prohibited.
 - (6) The development shall meet the requirements of the Fire Department as to adequate fire protection.
 - (7) There shall be no uses or storage of materials not permitted by the type of structure or classification of occupancy as specified in the Building Code and Fire Code.
 - (8) Access aisles shall not be used for storage purposes.
 - (9) Area designated for off-street parking shall not be used for storage of vehicles or other materials.
 - (10) Chain-link (or similar), barbed or razor wire fences are prohibited.
 - (11) A maximum of one manager's residential unit may be provided, but is not required.
 - (12) Access doors to individual storage units shall be located within a building or shall be screened from adjacent property and public rights-of-way.
 - (13) Projects within the M1 and M2 Zones. Mini-warehouse buildings shall incorporate architectural and design features common to contemporary industrial development. Examples of such architectural and design features include: massing; proportion; facade modulation; exterior building materials and

detailing; varied roof-line; varied recessed and projection; pedestrian scale; fenestration; etc.

(14) Projects within the MU-TOD Zone.

- (a) Mini-warehouse buildings within the MU-TOD Zone shall incorporate architectural and design features consistent with § 155.175.15 to the greatest extent to ensure compatibility with existing or prospective residential and/or mixed-use development. The building's design must be aesthetically pleasing and not appear monolithic. The facility should reflect a mixed-use or commercial building with storage units concealed from the street and adjacent properties and shall be a minimum of three stories.
- (b) Mini-warehouse buildings within the MU-TOD Zone must include a primary, active ground-floor commercial or retail use that contributes to and supports a pedestrian-oriented experience. Examples include retail storefronts, coffee shops, or restaurants.
- (c) Mini-warehouses within the MU-TOD Zone shall only be located on parcels that directly abut a heavy railway.

(15) Any ancillary moving vehicle rental shall be addressed through the Conditional Use Permit process. Such vehicles shall be stored in a designated area, screened from adjacent properties and the public right-of-way, and not impact on site parking or driveways.

- (D) Notwithstanding the foregoing, any mini-warehouse facility which existed in compliance with the existing code as of October 28, 2017 shall be deemed legally nonconforming and subject to the requirements set forth in §§ 155.385 through 155.397.



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: COUNCIL CHAMBER AUDIO, VISUAL AND AGENDALINK SOFTWARE TECHNOLOGY UPGRADE – AWARD OF CONTRACT

DATE: February 17, 2026

RECOMMENDATION:

It is recommended that the City Council:

- 1) In accordance with Santa Fe Springs Municipal Code Section 34.18, find and determine by a 4/5 vote of the City Council that bidding is impractical, not in the best interest of the city and will not likely result in the lowest price; and
- 2) Award a sole-sourced contract to Western Audio Visual and Security (WAVSS) for upgrade of the Council Chamber audio, visual and Agendalink Agenda Management Software technology in the amount of \$119,489; and
- 3) Authorize the City Manager to execute the contract with Western Audio Visual and Security; and
- 4) Appropriate \$120,000 from the Capital Improvement Program Reserve Fund for the project; and
- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

It is recommended that the City Council appropriate \$120,000 from the Capital Improvement Program Reserve Fund for the project.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**COUNCIL CHAMBER AUDIO, VISUAL AND AGENDALINK SOFTWARE
TECHNOLOGY UPGRADE – AWARD OF CONTRACT**

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BACKGROUND

The Council Chamber audio/visual broadcast system has received minimal updates, resulting in a stagnant state for nearly two decades. During that time, the current system has been modified by Information Technology staff to adapt to evolving requirements for broadcasting, but its technological limits were reached long ago.

Additionally, State Senate Bill 707 (SB707) Open Meetings (Meeting and Teleconference Requirements) was recently passed and will take effect on July 1, 2026. SB707 adds additional requirements to the Ralph M. Brown Act with respect to how the city facilitates public participation in the meetings. It requires that all open and public meetings include an opportunity for members of the public to attend remotely via a 2-way communication teleconference system and also changes the requirements for the remote participation of a council or board member.

ANALYSIS

Technological advancements since the existing system was installed will improve the broadcasting of the meetings in terms of quality as well as capabilities and reliability of remote participation by both the public and council/board members. Additionally, the integrated Agendalink agenda management software will also increase staff efficiency in compiling and posting agenda materials and drafting meeting minutes by automating the entire process. It will also improve public access to archived agenda materials and recorded meeting videos.

Since SB707 was introduced early in 2025 and eventually approved by the Governor in late 2025, a committee of several city staff has been researching various systems for this upgrade project. The search was narrowed to two systems including CivicPlus and Agendalink. Staff attended demonstrations of both systems and toured other cities currently using the systems. Based on the information gathered, staff recommends the implementation of Agendalink as it is better suited to meet the city's requirements in terms of ease of use and workflow.

Staff also consulted other cities to verify pricing quoted to them by WAVS and, although the size and scope of the installed system differ at each city, this information was useful in evaluating if the quote provided to the city, is a fair price. WAVS has completed similar project at over 87 cities and 36 county and special districts in Southern California with a maximum project value of \$1,600,000 and an average of \$279,000. Cities in the region that have recently implemented Agendalink and/or contracted with WAVS for audio/visual upgrades include: 1) Whittier (\$355K); 2) Buena Park (\$537K); 3) Ranch Palos Verdes (\$100K); 4) Cerritos (\$468K); 5) Downey (\$137K); 6) Fullerton (\$217K); 7) Hermosa Beach (\$190K); 8) Covina (\$166K); and 9) Carson (\$504K).

The July 1, 2026 deadline for implementing the requirements of SB707 does not provide adequate time for a more formal bidding process inclusive of the time required to procure

and install the system. Furthermore, the pricing information provided by other cities indicates that the pricing offered to Santa Fe Springs is a fair market value for the work and formal bidding is not likely to result in substantially lower pricing.

ENVIRONMENTAL

N/A

DISCUSSION

The Western Audio Visual and Security (WAVS) proposal for the Council Chamber Audio, Visual, and Agendalink Technology Upgrade meets the specific equipment needs of the City Council Chambers and includes the following features and functions:

- **Audio System:** New 23" microphones on the dais.
- **Camera System:** 3 high definition PTZ (pan-tilt-zoom) cameras mounted in the chamber to capture all participants with 2 cameras mounted at the rear of the room to capture participants at the dais and another camera mounted near the front of the room to capture the podium area.
- **Display System:** All 8 positions at the dais will be equipped with 22" touch screen monitors. These monitors will be used to view presentations and will also be used to navigate the Cloud Driven Solutions interface, which includes voting, request to speak and agenda management. An additional 7" monitor will be provided near the clerk's position to monitor the feed being sent to the Live Stream and Recording.
- **Cloud Driven System:**
 - All 8 positions at the dais will receive small form factor PCs. These PCs will be connected to the touch screens at each location.
 - All 8 positions at the dais will receive digital nameplates. They will be mounted at the same location as the current nameplates. These nameplates will integrate with the Cloud Driven Solutions platform to dynamically update with the various meeting bodies.
 - A kiosk consisting of a 22" touchscreen on a floor stand and small form factor PC will be located in the chamber. This kiosk will be used by the public to request to speak (public comment registration).
 - An additional PC will be connected to the AV system and will be used to display agenda items, voting results and timer functions. A source selection button will be added to the Crestron control panel to allow selection of this device to the presentation screens in the Council Chamber.
 - An On-Air graphics engine and streaming encoder will control the recording and streaming of the meetings.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**COUNCIL CHAMBER AUDIO, VISUAL AND AGENDALINK SOFTWARE
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- CDS OnAir TV will provide live streaming and Video on Demand services for all meetings with archived videos linked to bookmarks on the agenda making it easy to find the video for specific agenda items.
- CDS AgendaLink OnAir provides automatic camera routing, preset recall, and lowerthird graphics creation for all meetings. ***This system will provide the option for automated productions for all meetings.***
- All agenda management training provided by Cloud Driven Solutions.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, staff will execute the agreement with Western Audio Visual Security (WAVS) and coordinate the installation of the new system.

ATTACHMENTS:

A. Attachment A – Services Agreement

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



2026

CONTRACT SERVICES AGREEMENT

Contractor: Western Audio Visual and Security (WAVS)

Nature of Engagement: AUDIO, VISUAL AND AGENDALINK TECHNOLOGY UPGRADES FOR COUNCIL CHAMBERS

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of February 2026 (the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and Western Audio Visual and Security (WAVS) (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, CITY requests audio, visual and Agendalink technology upgrades for Council Chambers; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement.

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

Section 1. Recitals

The Recitals set forth above and true and correct and incorporated herein to this Agreement by this reference.

Section 2. Term.

- A. This shall commence on the Effective Date. Time is of the essence for this Agreement. The Work shall be completed within 120 calendar days.
- B. The City shall have the sole option to extend the Agreement term for two (2) additional, 90 calendar day terms. CITY will provide CONTRACTOR with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the term or any prior extension term. In the event CITY exercises its option to extend this

Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto. CONTRACTOR shall provide CITY written acceptance to extend the Agreement term within ten (10) days of service of CITY's written notice to extend the term.

- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

Section 3. Scope of Work.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in proposal provided to the CITY entitled "Council Chambers Upgrade" (hereinafter, "Proposal"). The term "Scope of Services" shall be a collective reference to the CONTRACTOR Proposal. The capitalized term "Work" or "Services" shall be a collective reference to all the various services and tasks referenced in the Proposal, attached hereto as **Exhibit "A"** to this Agreement and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 4. Performance of Work.

- A. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A timeline for completing the requested services or tasks;
 4. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 5. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth above. Once a written Work Order is received, CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the tasks and services as set forth in the Work Order or the Scope of Work. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- F. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including all applicable Cal/OSHA and wage law and regulations in the performance of this Agreement.

Section 5. Compensation.

- A. CONTRACTOR shall be compensated for Work performed in accordance with the Cost Proposal, included in **EXHIBIT "A"** (the Proposal) and incorporated herein by this reference. The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of \$119,489 (one hundred nineteen thousand four hundred and eighty-nine dollars) (hereinafter, the "Not-to-Exceed Sum"). In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated

expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- B. CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.

- C. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work was provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work was performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 6. Standard of Care.

- A. CONTRACTOR represents, acknowledges, and agrees as follows:
 - 1. CONTRACTOR shall perform all Work consistent with and adhering to the professional standard of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - 2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, permits, certifications and/or qualifications legally required to perform the Work and make the same available to CITY for copying and inspection;
 - 3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
 - 4. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
 - 5. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the

standard of care set forth in this Section and time to complete all Work as specified by the Scope of Work or other written order.

6. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the CITY Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 7. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be James Enriquez, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, (Patrick Mahoney, Owner], is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 8. Contractor's Personnel.

- A. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- B. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such officers, employees, agents, contractors, subcontractors or subconsultants immediately upon receiving notice from CITY.
- C. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsible for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 9. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Sections 1720 *et seq.* of the Labor Code. CONTRACTOR is responsible for complying with Labor Code Sections 1720 *et seq.*, which is briefly summarized in this Section.
- B. Hours of Work.
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.
 - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
 - 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY Twenty Five Dollars (\$25) for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one

calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 *et seq.*

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
2. CONTRACTOR and any subcontractors engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall comply with Labor Code Section 1775, which establishes a penalty of up to Two Hundred Dollars (\$200) per day for each worker engaged in the performance of the Work and where CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:
 - (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to Labor Code Sections 1720 *et seq.* shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

- (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.
 - (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
- 3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to Labor Code Sections 1720 *et seq.* Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (i) The information contained in the payroll record is true and correct.
 - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

- 4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to Labor Code Sections 1720 *et seq.*, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to Labor Code Sections 1720 *et seq.* any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which

most nearly corresponds to specific Work subject to Labor Code Sections 1720 *et seq.* to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 10. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*). CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Section 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code Section 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 11. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY.

CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 12. Non-Discrimination.

- A. CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated hereunder (Cal. Code Regs., Title 2, §11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 *et seq.*, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 13. Indemnification and Duty to Defend.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of

action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code Section 2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code Section 2782(b).

- B. CONTRACTOR agrees, at its sole cost and expenses, to promptly defend Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever. The duty of CONTRACTOR to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees. CONTRACTOR's obligation to defend the Indemnitees shall be at CONTRACTOR's sole expense, and not be excused because of CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable. This duty to defend shall apply whether a claim, demand, cause of action, or proceeding has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any damage, cost, expense, liability, claim, demand, cause of action, proceeding, expense, judgement, penalty, or lien. CONTRACTOR agrees to provide this defense immediately upon written notice from CITY with well qualified, adequately insured and experienced legal counsel acceptable to the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission, or performance.
- C. Attorneys and other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any

prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- E. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- F. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- G. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.
- H. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

- I. The provisions of this Section shall survive the termination or expiration of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 14. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII.
- D. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement. CONTRACTOR warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Section on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. CONTRACTOR acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement.
- E. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- F. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- G. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- I. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.
- L. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- M. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Section shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments,

modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

Section 15. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required. This Section shall survive the termination or expiration of the Agreement.

Section 16. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause as provided herein. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of

proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default; that the Event of Default cannot be reasonably cured within the 30-day cure period; and CONTRACTOR is diligently pursuing to cure the Event of Default. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the

expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iii. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.

Section 17. Force Majeure. Performance of Work under this Agreement may be waived in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 18. Confidentiality. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

Section 19. Notices. Except as otherwise expressly provided in this Agreement, all notices permitted or required under this Agreement shall be given to the respective Parties must be in writing and may be given personally, by registered or certified mail (return receipt requested), Federal Express, UPS or other similar couriers. If notice is personally delivered, the notice shall be deemed to have been given and received on the date notice was given. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received three (3) days after the notice is deposited in the United States mail. If notice is given by Federal Express, UPS, or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on the receipt issued by the courier. Notice shall be provided to the following addresses:

If to CITY:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: James Enriquez,
Director of Public Works
Phone: (526) 868-0511

If to CONTRACTOR:

Western Audio Visual & Security
1521 E. Orangethorpe, Suite A
Fullerton, CA 92831
Attn: Hailey Schellin,
Account Executive
Phone: (949) 584-7028

Section 20. Assignment. The skills, training, knowledge, and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document attached or incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

Section 24. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Section 28. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

WESTERN AUDIO VISUAL & SECURITY

By: René Bobadilla, City Manager

By: Hailey Schellin

Date: _____

Title Account Executive

Date: _____

ATTEST:

Maribel Garcia, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES
AND FEE PROPOSAL

PROPOSAL



Council Chamber Upgrade

Quote Number: WAV-0056

Revision: 0

Proposal Date: 1/30/2026

Kevin Periman

kevinperiman@santafesprings.gov



Presented By:

Western Audio Visual & Security

1521 E. Orangethorpe, Suite A
Fullerton, CA 92831

Hailey Schellin
(949) 584-7028
haileys@wav1.com



Working With WAVS

OUR COMPANY PROFILE LET US BE YOUR GAME CHANGER



Years in the Industry
34



Top Ranked Service
#1



Million \$+ Projects
25+



Certifications
100+

Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.

Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.

Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.



Scope of Work

City of Santa Fe Springs

Audio/Visual Scope of Work

Western AV (WAV) to perform the following upgrades to the Council Chamber and Control room. After completion all As-Built drawings, DSP Programming, and Crestron control code will be provided to the City.

Audio System

- The (8) gooseneck microphones at the dais will be replaced with new 23" microphones. The existing capacitive touch buttons at each microphone location will continue to be utilized for mute/unmute functions.

Camera System

- (3) high definition PTZ cameras will be mounted in the chamber to capture all participants. (2) cameras will be mounted at the rear of the room to capture participants at the dais and another camera will be mounted near the front of the room to capture the podium area.

Display System

- All (8) positions at the dais will be equipped with 22" touch screen monitors. These monitors will be used to view presentations and will also be used to navigate the Cloud Driven Solutions interface, which includes voting, request to speak and agenda management.
- An additional 7" monitor will be provided near the clerk's position to monitor the feed being sent to the Live Stream and Recording.

Cloud Driven Solutions System

- All (8) positions at the dais will receive small form factor PC's. These PC's will be connected to the touch screens at each location. These devices will connect to an unmanaged network switch at the dais. This switch is provided by WAV and will require cross-connection to the City's network for Internet access.
- All (8) positions at the dais will receive digital nameplates. They will be mounted at the same location as the current nameplates. These nameplates will integrate with the Cloud Driven Solutions platform to dynamically update with the various meeting bodies. These devices will connect to an unmanaged network switch at the dais. This switch is provided by WAV and will require cross-connection to the City's network for Internet access.
- A kiosk consisting of a 22" touchscreen on a floor stand and small form factor PC will be located in the chamber. This kiosk will be used by the public to request to speak (public comment registration). This kiosk will require a power connection and data connection. The exact location of this kiosk is T.B.D.

- An additional PC will be connected to the AV system and will be used to display agenda items, voting results and timer functions. A source selection button will be added to the Crestron control panel to allow selection of this device to the presentation screens in the Council Chamber.
- An On-Air graphics engine and streaming encoder will control the recording and streaming of the meetings.
- CDS OnAir TV will provide live streaming and Video on Demand services for all meetings.
- CDS AgendaLink OnAir provides automatic camera routing, preset recall, and lowerthird graphics creation for all meetings. ***This system will provide automated productions for all meetings.***
- All agenda management training provided by Cloud Driven Solutions.

Council Chamber

Display System

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Beetronics 7HD7M 7" HD Monitor	\$343.33	\$343.33
 2	Blackmagic Design CONVMUDCSTD/HD Blackmagic Design Mini Converter UpDownCross HD	\$187.78	\$375.56
 8	Planar 997-8286-00 PCT2235, 22" touch screen monitor	\$293.33	\$2,346.64

Cloud Driven Solutions

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Cloud Driven Solutions AgendaLink Edge Controller Edge Controller Appliance that bridges software to control local Audio/Video	\$1,173.33	\$1,173.33
1	Cloud Driven Solutions AgendaLink Horizon Onboarding	\$2,444.44	\$2,444.44
1	Cloud Driven Solutions AgendaLink OnAir Setup Fee One time setup fee for the AgendaLink OnAir platform. Our team will work with you to configure layouts, assign camera presets, assist with streaming settings, and train staff on how to use the system.	\$3,421.24	\$3,421.24
1	Cloud Driven Solutions OnAir Graphics Engine CDS Production Graphics Engine that integrates with Agenda Details, Board Members, etc, providing custom dynamic graphics for professional looking broadcasts.	\$2,443.47	\$2,443.47
8	Elgato Cam Link 4K External Capture Card for DSLR & Camcorder, ActionCam as Webcam, Meet/Stream/Record in 1080p60 or 4K30/4K60, Easy Connect for OBS/Zoom/Discord – HDMI to USB 3.0, PC/Mac/iPad	\$99.99	\$799.92
 9	GMKtec M5 Plus GMKtec Mini PC AMD Ryzen 7 5825U (Turbo 4.5GHz) Dual NIC 2.5G Gaming Desktop Computers 16GB DDR4 512GB SSD Dual LAN 2.5G/ WiFi 6E, USB3.2, USB-C, BT 5.2, DP, HDMI, Dual Fan	\$388.88	\$3,499.92
 1	NETGEAR GS524PP-100NAS 24-Port Gigabit Ethernet High-Power PoE+ Unmanaged Switch (300W) (North America and Asia Pacific)	\$383.33	\$383.33

Audio System

Quantity	Manufacturer/Model	Unit Price	Extended Price
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Council Chamber Upgrade



8	Clock Audio C 35E/SR-RF	\$290.00	\$2,320.00
	Semi-rigid cardioid gooseneck microphone, terminated with 3 Pin male XLR, 580 mm, black		

Camera System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	Epiphan Video Pearl-2 Rackmount	\$7,533.33	\$7,533.33
	3	PTZOptics PT20X-4K-GY-G3	\$2,030.00	\$6,090.00
	1	PTZOptics PT-SUPERJOY-G1	\$1,123.33	\$1,123.33
		IP & Serial PTZ Camera Joystick Controller PTZOptics VISCA, VISCA over IP & NDI Joystick Controller PoE & Universal Power Supply (A, C, G, I)		
	3	PTZOptics PT-WM-3-BK	\$95.56	\$286.68

Shipping, Handling & Consumables

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	Western AV Cable and Connectors	\$844.00	\$844.00
	1	Western AV Equipment Rack Hardware	\$250.00	\$250.00
		Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)		
	1	Western AV Installing Hardware & Accessories	\$282.00	\$282.00
		Installing Hardware & Accessories		

Labor

Installation Labor

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	Western AV Engineering & Drafting		\$2,533.28
		Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		
	1	Western AV Project Management		\$2,266.72
		Project Management costs include meetings, site walks, project coordination / scheduling etc.		
	1	Western AV: Closing & Commissioning		\$4,533.44
		Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		
	1	Western AV: Installation Labor		\$12,466.96
		Installation Labor includes pre-wire structure building, cable pulling, device installation, equipment rack fabrications, and testing.		

1 Western AV: Programming

\$1,600.00

Programming costs include user interface designing, off-site and on-site programming.

Equipment:	\$35,960.52
Labor:	\$23,400.40
G & A:	\$563.38
Travel:	\$0.00
Bond:	\$0.00
Shipping:	\$1,027.16
Electronic Waste:	\$0.00

Council Chamber Subtotal Without Tax

\$60,951.46

CDS (ANNUAL LICENSE FEES)

Cloud Driven Solutions

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Cloud Driven Solutions AgendaLink Advanced Support	\$3,421.24	\$3,421.24
1	Cloud Driven Solutions AgendaLink Horizon 1yr License 1 year license for AgendaLink Horizon. Horizon is the modern cloud based meeting/agenda management platform with features such as processes, tasks, live meeting management, sharing, public portal, citizen engagement, and more.	\$1,804.00	\$1,804.00
1	Cloud Driven Solutions AgendaLink OnAir License Yearly license for AgendaLink OnAir which provides integrated / automated broadcast capabilities while running meetings in the AgendaLink platform. Trigger camera presets, change video layouts, show motions/votes, record, and stream all	\$1,759.02	\$1,759.02
1	Cloud Driven Solutions OnAir TV Live stream and video on demand delivered at 1080p quality. English Closed Captions included. (** please note that if you go over 250 hours of live stream for the year there is \$55 fee for every 10 hours you go over).	\$3,910.13	\$3,910.13

Shipping, Handling & Consumables

Quantity	Manufacturer/Model	Unit Price	Extended Price
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Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Western AV Engineering & Drafting Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		\$0.00
1	Western AV Project Management Project Management costs include meetings, site walks, project coordination / scheduling etc.		\$0.00
1	Western AV: Closing & Commissioning Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		\$0.00
1	Western AV: Installation Labor Installation Labor includes pre-wire structure building, cable pulling, device installation, equipment rack fabrications, and testing.		\$0.00

1 Western AV: Programming

\$0.00

Programming costs include user interface designing, off-site and on-site programming.

Equipment:	\$10,894.39
Labor:	\$0.00
G & A:	\$210.00
Travel:	\$0.00
Bond:	\$0.00
Shipping:	\$0.00
Electronic Waste:	\$0.00

CDS (ANNUAL LICENSE FEES) Subtotal Without Tax	\$11,104.39
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Digital Name Plates CDS

Display System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	8	Bluefin BLFN-20-3018-0014B+SF632P BLUEFIN DISPLAY: 20-3018-0014 (20.9" UW FINISHED FLEX OS W/BS(HS145) POE 1920X360); PEERLESS-AV MOUNT: SF632P (FLAT LANDSCAPE MOUNT)	\$1,013.18	\$8,105.44
	1	Displays to Go DRTV3260SV TV Stand for Floor - Silver	\$549.99	\$549.99
	1	GMKtec M5 Plus GMKtec Mini PC AMD Ryzen 7 5825U (Turbo 4.5GHz) Dual NIC 2.5G Gaming Desktop Computers 16GB DDR4 512GB SSD Dual LAN 2.5G/ WiFi 6E, USB3.2, USB-C, BT 5.2, DP, HDMI, Dual Fan	\$388.88	\$388.88
	1	Planar 997-8286-00 PCT2235, 22" touch screen monitor	\$293.33	\$293.33
	8	SanDisk SDSQXAH-064G-AN6MA 64GB Extreme UHS-I microSDXC Memory Card with SD Adapter	\$12.52	\$100.16
	8	Western AV Custom Nameplate Mount Custom Nameplate Mount	\$139.00	\$1,112.00

Shipping, Handling & Consumables

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Western AV Cable and Connectors	\$202.00	\$202.00
1	Western AV Installing Hardware & Accessories Installing Hardware & Accessories	\$152.00	\$152.00

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	Western AV Engineering & Drafting Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		\$1,266.64
1	Western AV Project Management Project Management costs include meetings, site walks, project coordination / scheduling etc.		\$1,133.36
1	Western AV: Closing & Commissioning Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		\$1,133.36

- 1 Western AV: Installation Labor** **\$5,383.46**
 Installation Labor includes pre-wire structure building, cable pulling, device installation, equipment rack fabrications, and testing.

- 1 Western AV: Programming** **\$0.00**
 Programming costs include user interface designing, off-site and on-site programming.

Equipment:	\$10,903.80
Labor:	\$8,916.82
G & A:	\$154.47
Travel:	\$0.00
Bond:	\$0.00
Shipping:	\$281.62
Electronic Waste:	\$40.00

Digital Name Plates CDS Subtotal Without Tax	\$20,296.71
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Additional AgendaLink Years

Cloud Driven Solutions

Quantity	Manufacturer/Model	Unit Price	Extended Price
2	Cloud Driven Solutions AgendaLink Advanced Support	\$3,421.24	\$6,842.48
2	Cloud Driven Solutions AgendaLink Horizon 1yr License 1 year license for AgendaLink Horizon. Horizon is the modern cloud based meeting/agenda management platform with features such as processes, tasks, live meeting management, sharing, public portal, citizen engagement, and more.	\$1,804.00	\$3,608.00
2	Cloud Driven Solutions AgendaLink OnAir License Yearly license for AgendaLink OnAir which provides integrated / automated broadcast capabilities while running meetings in the AgendaLink platform. Trigger camera presets, change video layouts, show motions/votes, record, and stream all	\$1,759.02	\$3,518.04
2	Cloud Driven Solutions OnAir TV Live stream and video on demand delivered at 1080p quality. English Closed Captions included. (** please note that if you go over 250 hours of live stream for the year there is \$55 fee for every 10 hours you go over).	\$3,910.13	\$7,820.26

Equipment:	\$21,788.78
Labor:	\$0.00
G & A:	\$0.00
Travel:	\$0.00
Bond:	\$0.00
Shipping:	\$0.00
Electronic Waste:	\$0.00

Additional AgendaLink Years Subtotal Without Tax	\$21,788.78
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LOCATION SUMMARY

Location	Installed Price
Council Chamber	\$60,951.46
CDS (ANNUAL LICENSE FEES)	\$11,104.39
Digital Name Plates CDS	\$20,296.71
Additional AgendaLink Years	\$21,788.78
Project Subtotal without tax:	\$114,141.34

SERVICE PLAN

Service/Preventative Maintenance Contract

\$800.00

Annually

Year 1: \$800
Year 2: \$800
Year 3: \$800
Year 4: \$800
Year 5: \$800

PROJECT SUMMARY

COST BREAKDOWN

Equipment:	\$79,547.49
Labor:	\$32,317.22
G & A:	\$927.85
Travel:	\$0.00
Bond:	\$0.00
Shipping and Handling:	\$1,308.78
Electronic Waste Recycling:	\$40.00
Sales Tax:	\$4,548.05
<hr/>	
Project Subtotal:	\$118,689.39
Service/Preventative Maintenance Contract	\$800.00
<hr/>	
Grand Total:	\$119,489.39

PAYMENT TERMS

100% Equipment Upon Order, Progress Billing for Labor

Due to tariffs imposed on foreign products, prices are subject to increase without prior notice.

The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

City of Santa Fe Springs

Date

WAVS **Hailey Schellin**

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 / City Engineer

SUBJECT: **RESOLUTION NO. 9996 - IMPLEMENTING ALL-WAY STOP CONTROL AT THE INTERSECTION OF ORR & DAY ROAD AND FLOSSMOOR ROAD**

DATE: February 17, 2026

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the installation of stop signs with flashing LEDs and advance flashing yellow beacons on Orr & Day Road on its approaches to the intersection with Flossmoor Road; and
- 2) Adopt Resolution No. 9996 to establish an all-way stop control at the intersection of Orr & Day Road and Flossmoor Road; and
- 3) Appropriate \$52,533 from the Capital Improvement Reserve Fund to fund this project; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total estimated cost of the project is \$52,533. It is recommended that the City Council appropriate this amount from the Capital Improvement Reserve Fund.

RESO 9996 - IMPLEMENTING ALL-WAY STOP CONTROL AT THE INTERSECTION OF ORR & DAY ROAD AND FLOSSMOOR ROAD

Page 2 of 3

BACKGROUND

A request was received from area residents for traffic safety improvements at the intersection of Orr & Day Road and Flossmoor Road. The residents cited safety challenges when attempting to cross Orr & Day Road due to the speed and volume of traffic. The residents requested the installation of a stop control on Orr & Day Road to address the issue.

Orr & Day Road between Florence Avenue and Pioneer Boulevard is a designated 4-lane major arterial street that runs in north-south orientation and is generally developed with single family residential uses. Orr & Day Road north of Telegraph Road is currently controlled by all-way stops at Charlesworth Road and at Whiteland Street, which is located approximately 750' north of the subject intersection. To the south of the intersection, Orr & Day Road is controlled by a traffic signal at Telegraph Road approximately 750' away. The street carries an average of 13,000 vehicles a day and is posted with a 35 miles-per-hour speed limit. It is striped with 2 lanes of traffic in each direction with left-turn pockets at intersections and has raised landscape medians. On-street parking is allowed on both sides of the street.

Flossmoor Road is a local residential street and carries one lane of traffic in each direction with on-street parking allowed on both sides of the street. Flossmoor Street runs between the I-605 Freeway at the east end and Jersey Avenue at the west end. The street is currently stop controlled at Orr & Day Road and has a prima facie-speed limit of 25 miles-per-hour.

ANALYSIS

A traffic engineering study has been completed. Details of the study are shown in Attachment B, Traffic Engineering Study. The result of the study indicated that none of the traditional guidelines for the installation of an all-way stop control are met at the intersection. However, the California Manual of Uniform Traffic Control Devices (CAMUTCD) allows an option to consider other criteria in the engineering study for the establishment of an all-way stop application.

The CAMUTCD states that one of the other criteria is at a "location where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop". The engineering study has revealed that there is a sight distance impairment for traffic entering the intersection from Flossmoor Road and therefore, this criterion is met.

It should be noted that the sight distance impairment is mainly due to vehicles parked in the line of sight of traffic exiting Flossmoor Road. In typical situations, on-street parking would be prohibited so that an adequate sight distance can be provided. In this case, however, such parking prohibition would cause unusual hardship for the area residents. They have no driveway access to their properties from Orr & Day Road. Their only access

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
RESO 9996 - IMPLEMENTING ALL-WAY STOP CONTROL AT THE INTERSECTION OF ORR & DAY ROAD AND FLOSSMOOR ROAD

Page 3 of 3

is through the alley from the rear of their properties, where parking is already prohibited. In order to provide an adequate sight distance, a significant number of on-street parking spaces will need to be removed. Such parking prohibition would present a hardship to the residents and is therefore not recommended.

In addition, a Norwalk Transit bus stop is located at the northwest corner of the subject intersection. The installation of stop control would enhance safety of pedestrians crossing Orr & Day Road to and from the bus stop.

ENVIRONMENTAL

The installation of stop signs on Orr & Day Road may increase general noise levels and air pollution due to vehicles braking, accelerating and increased queueing. Additionally, the increased queueing and resultant traffic delay may cause traffic diversions through adjacent residential neighborhoods.

DISCUSSION

The existing stop control on Orr & Day Road at Whiteland Street is augmented with flashing LED stop signs and flashing yellow beacons with “Stop Ahead” signs. In order to maintain the consistency of signing, it is recommended that the new stop signs on Orr & Day Road at Flossmoor Road also be equipped with the flashing LED stop signs and stop ahead beacons.

It is also recommended that ladder-style crosswalk markings be installed across Orr & Day Road in conjunction with the new stop control. The CAMUTCD allows for their installation at stop-controlled intersections to better direct pedestrians to proper crossing paths.

SUMMARY/NEXT STEPS

If approved, all of the necessary materials will be ordered and scheduled for installation.

ATTACHMENT:

- A. Attachment A – Resolution No. 9996
- B. Attachment B – Traffic Engineering Study
- C. Attachment C – Plan for locations of stop signs, advance signs, pavement markings, crosswalks and flashing yellow beacons

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

RESOLUTION NO. 9996

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, ESTABLISHING ALL-WAY STOP CONTROL AT THE INTERSECTION
OF ORR & DAY ROAD AND FLOSSMOOR ROAD**

WHEREAS, the City Council of the City of Santa Fe Springs is empowered under California Vehicle Code (CVC) Sections 21351 and 213544 to place and maintain traffic control devices and designate stop intersections to enhance public safety;

WHEREAS, Section 70.68 of the City Code states that an ordinance or resolution of the city designates an intersection for the erection and maintenance of stop signs;

WHEREAS, a traffic engineering study has been completed, and the City Council finds that the installation of stop signs at this location will enhance traffic safety and properly assign right-of-way;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The City Council hereby approves the findings and recommendations of the traffic engineering study for the establishment of the all-way stop control.

SECTION 2. Pursuant to the provision of Section 70.68 of the City Code, the following intersection is designated as an intersection at which all vehicles are required to stop at all entrances thereto:

Orr and Day Road and Flossmoor Road

APPROVED and ADOPTED this 17th day of February 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Angel Zamora, Mayor

ATTEST:

Maribel Garcia, City Clerk

TRAFFIC ENGINEERING STUDY:
Orr & Day Rd & Flossmoor Rd – All-Way Stop Control

BACKGROUND

A request was received from area residents for traffic safety improvements at the intersection of Orr & Day Road and Flossmoor Road. The residents cited safety challenges when attempting to cross Orr & Day Road due to the speed and volume of traffic. The residents requested the installation of a stop control on Orr & Day Road to address the issue.

EXISTING CONDITIONS

Orr & Day Road between Florence Avenue and Pioneer Boulevard is a designated 4-lane major arterial street that runs in north-south orientation and generally developed with single family residential uses. Orr & Day Road north of Telegraph Road is currently controlled by all-way stops at Charlesworth Road and at Whiteland Street. The street carries an average of 13,000 vehicles a day and is posted with a 35 miles-per-hour speed limit. It is striped with 2 lanes of traffic in each direction with left-turn pockets at intersections and has raised landscape medians. On-street parking is allowed on both sides of the street.

Flossmoor Road is a local residential street and carries one lane of traffic in each direction with on-street parking allowed on both sides of the street. Flossmoor Street runs between the I-605 Freeway at the east end and Jersey Avenue at the west end. The street is currently stop controlled at Orr & Day Road and has a prima facie-speed limit of 25 miles-per-hour.

ANALYSIS

A traffic engineering study has been completed. Details of the study are summarized in the attached all-way stop warrant work sheets.

Volume Counts

Peak-period turning movement traffic and pedestrian volume counts were collected. The average peak-hour traffic volume on Orr & Day Rd was 973, while that of Flossmoor Rd was 39. None of the traffic-volume-related guidelines for the establishment of an all-way stop control is met.

Accident Experience

The latest available records revealed that there were no reported accidents during the most recent 12 month period. Therefore, none of the crash-related guidelines is met.

Sight Distance

Although none of the traditional guidelines for the installation of an all-way stop control is met at the intersection, the California Manual of Uniform Traffic Control Devices (CAMUTCD) allows an option to consider other criteria in the engineering study for the establishment of an all-way stop application.

The CAMUTCD states that one of the other criteria is at a “location where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop”. The engineering study has revealed that there is a sight distance impairment for traffic entering the intersection from Flossmoor Road.

Figures 1 and 2 depict aerial views of Orr & Day Rd at Flossmoor Rd with sightlines of traffic exiting Flossmoor Rd superimposed. The sightlines assume that on-street parking on Orr & Day Rd is fully occupied near the intersection with Flossmoor Rd. As shown, the available sight distances are approximately 210' for both approaches of Flossmoor Rd, which is less than 300' stopping sight distance specified in the Highway Design Manual (HDM), Table 201.1.

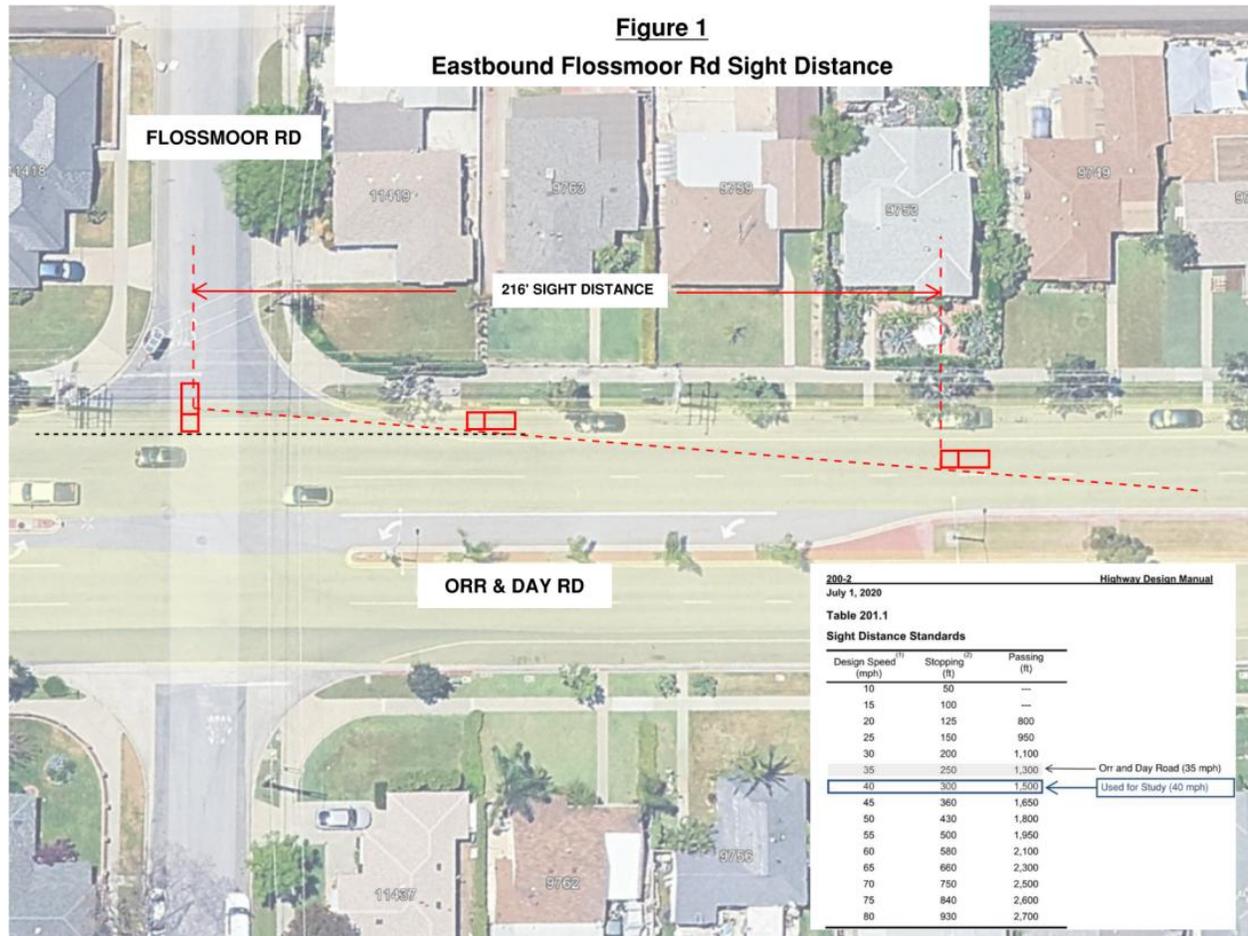
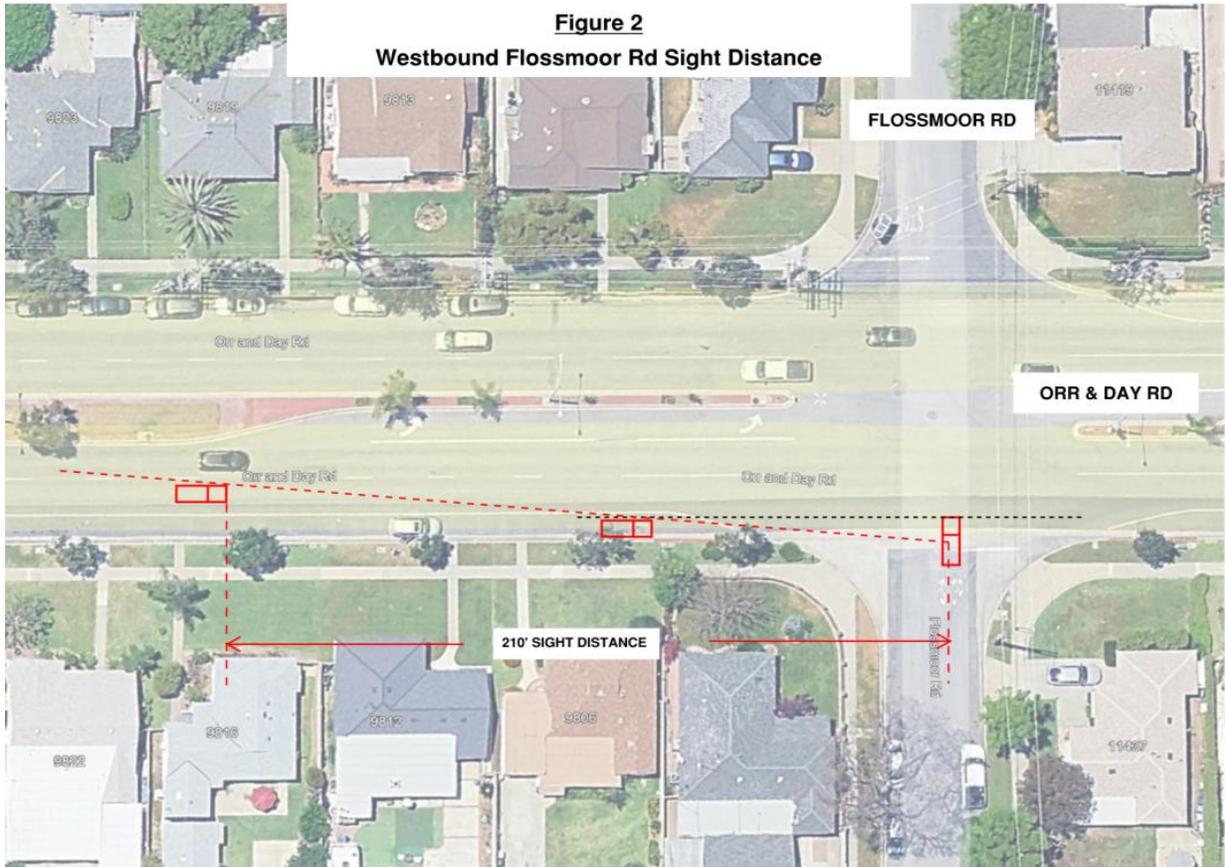


Figure 2
Westbound Flossmoor Rd Sight Distance



Figures 3 and 4 show photographs of drivers' views from Flossmoor Rd that correspond to Figures 1 and 2, respectively.

Figure 3
E/B Flossmoor Rd Looking S/B Orr & Day Rd

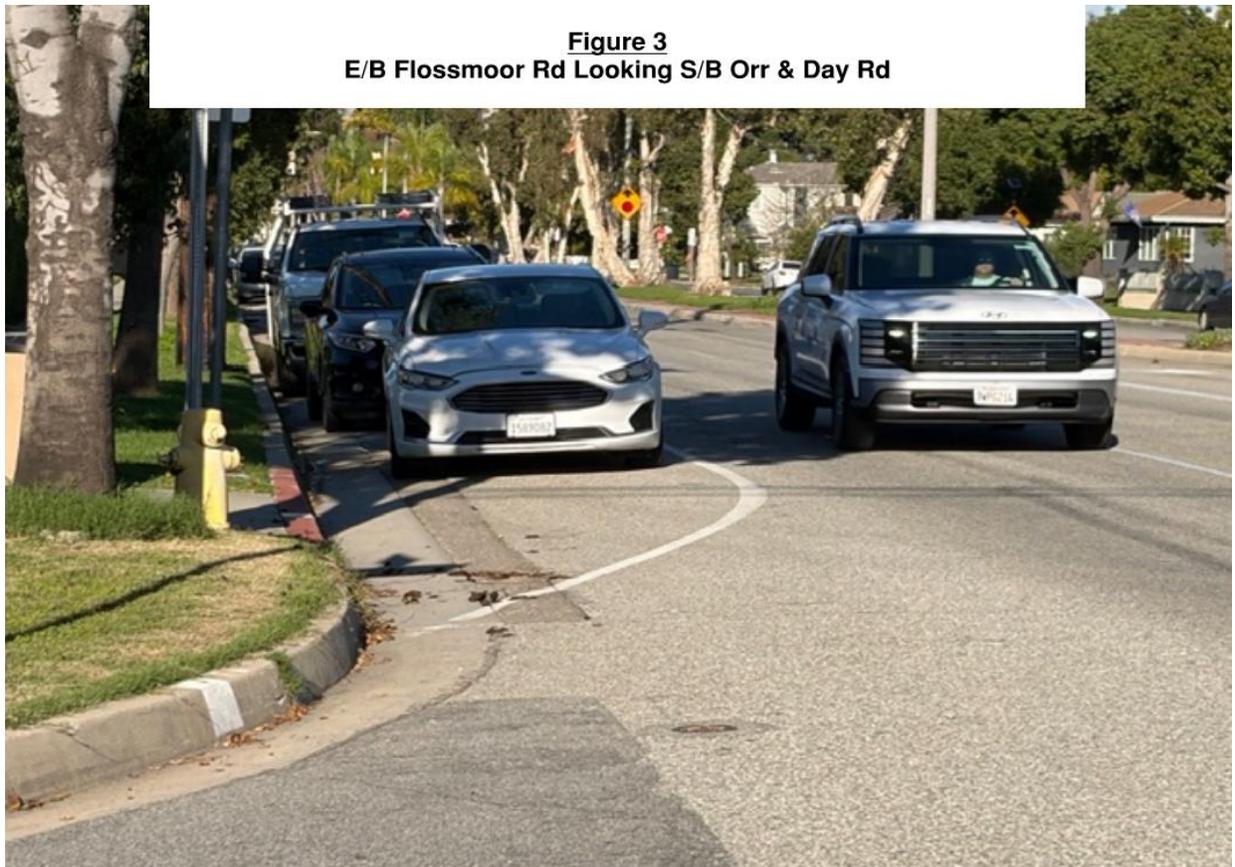
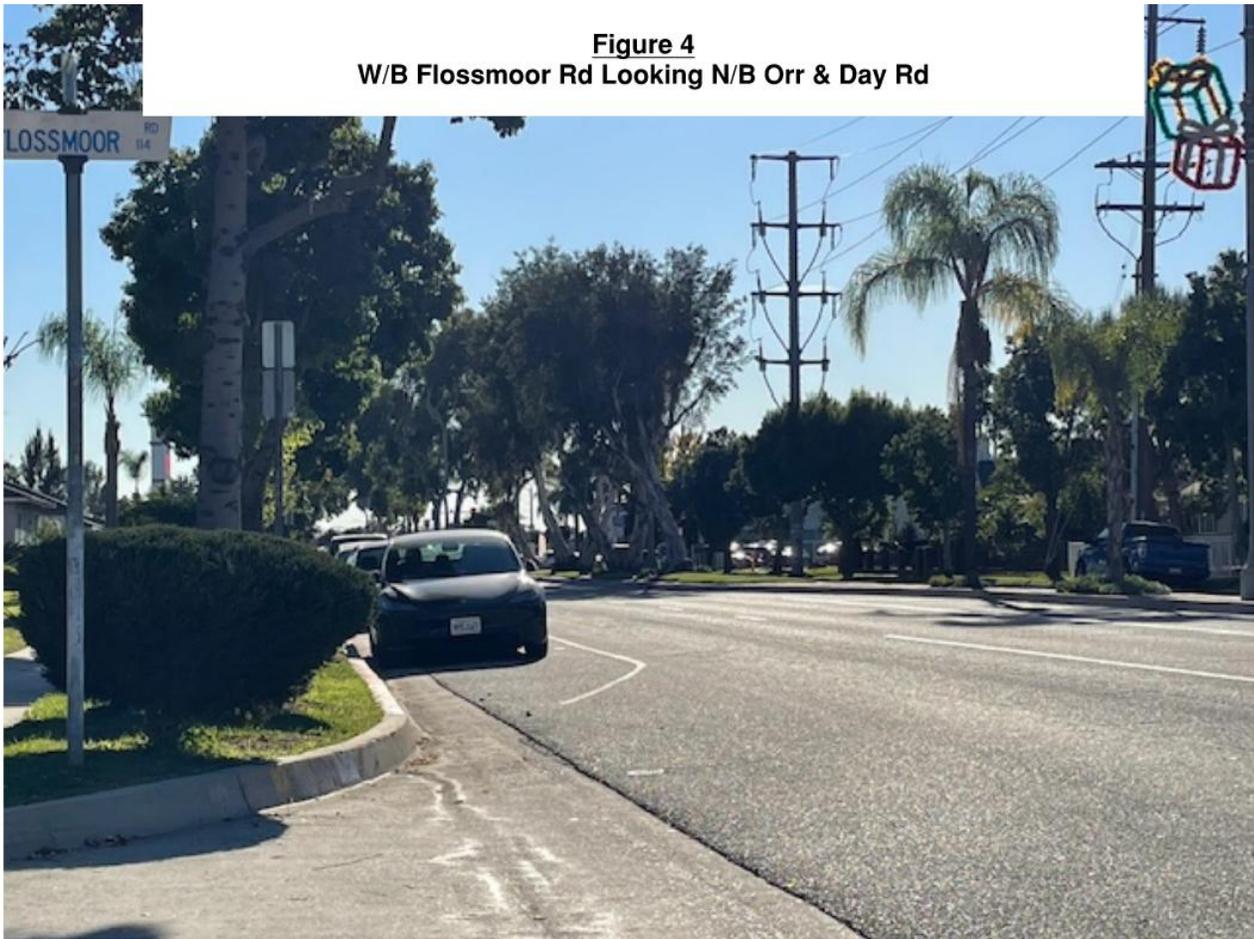


Figure 4
W/B Flossmoor Rd Looking N/B Orr & Day Rd



It should be noted that the sight distance impairment is mainly due to vehicles parked in the line of sight of traffic exiting Flossmoor Road. In typical situations, on-street parking would be prohibited so that an adequate sight distance can be provided. In this case, however, such parking prohibition would cause unusual hardship for the area residents. The abutting properties have no driveway access from Orr & Day Road. Their only access is through the alley from the rear of their properties, where parking is already prohibited. In order to provide an adequate sight distance, a significant number of on-street parking spaces will need to be removed. Such parking prohibition would present a hardship to the residents and is therefore not recommended.

RECOMMENDATION

Although none of the traditional guidelines for the establishment of an all-way stop control is met, it is recommended that the Council consider the installation of an all-way stop control due to the inadequate sight distance available. If approved, the new stop signs on Orr & Day Road at Flossmoor Road should be equipped with the flashing LED stop signs and stop ahead beacons in order to maintain consistency with other stop controlled intersections on Orr & Day Road.

Ladder-style crosswalk markings across Orr & Day Road are also recommended in conjunction with the new stop control. The CAMUTCD allows for their installation at stop-controlled intersections to better direct pedestrians to proper crossing paths. A Norwalk Transit bus stop is located at the northwest corner of the subject intersection. The installation of the stop control and ladder crosswalks would enhance safety of pedestrians crossing Orr & Day Road and enhance traffic safety at the intersection.

Attachment 1: All-Way Stop Control Warrant Worksheet

Attachment 2: Traffic Volume Counts

MULTI-WAY STOP CRITERIA City of Santa Fe Springs

CALC _____ RK _____ DATE 12/10/25
CHK _____ DATE _____

Major St: Orr & Day Rd Critical Approach Speed 40 mph
Minor St: Flossmoor Rd Critical Approach Speed 30 mph

Critical speed of major street traffic > 40mph ----- **RURAL (R)**
Otherwise ----- **URBAN (U)**

The decision to install multiway stop control should be based on an engineering study. The following criteria should be considered in the engineering study for multiway stop sign installation:

Criteria A - Interim Traffic Control Measure **SATISFIED** YES NO

Where traffic control signals are justified, the MULTI-WAY STOP is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Criteria B - Accident Experience **SATISFIED** YES NO

Five or more reported crashes within a 12-month period that are susceptible to correction by a MULTI-WAY STOP installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

No Reported Crash 7/31/24 to 7/31/25

Criteria C - Minimum Traffic Volumes **SATISFIED** YES NO
(All Parts C.1, C.2a and C.2b below must be satisfied)

C.1 Major Street Vehicular Volume Yes No

	U	R	0700-0800	0800-0900	0900-1000	1000-1100	1400-1500	1500-1600	1600-1700	1700-1800	Hour
	Both Approaches Major Street	300	210	1015	943	605	571	947	1118	1314	1273

C.2 a. Minor Street Vehicular, Pedestrian & Bicycle Volume Yes No

	U	R	0700-0800	0800-0900	0900-1000	1000-1100	1400-1500	1500-1600	1600-1700	1700-1800	Hour
	Both Approaches Minor Street	200	140	58	32	20	29	46	38	51	38

b. Minor Street Vehicle Delay Yes No N/A

Peak Hour	Peak Hour Volume	Minimum Delay Requirement, seconds per vehicle	Average Delay, seconds per vehicle
		30 seconds	

Criteria D - Combination of Criteria **SATISFIED** YES NO

REQUIREMENT	CRITERIA	FULFILLED	
THREE CRITERIA SATISFIED 80%	B. Four or more reported crashes within a 12-month period.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	C.1. Major Street Volume of at least 240 vehicles per hour	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	C.2. Minor Street Volume of at least 160 units per hour	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

MULTIWAY STOP CRITERIA

City of Santa Fe Springs

Major St:	Orr & Day Rd	Critical Approach Speed	40	mph
Minor St:	Flossmoor Rd	Critical Approach Speed	30	mph

Other criteria that may be considered in an engineering study include:

Option A – Left Turn Conflicts SATISFIED YES NO

The need to control left-turn conflicts;

Option B – Vehicle/Pedestrian Conflicts SATISFIED YES NO

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Option C – Sight Distance SATISFIED YES * NO

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

Option D – Residential Street SATISFIED YES NO

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

*Sight Distances from both approaches of Flossmore Rd are approximately 210' which is less than the standard sight distance of 300' for cross traffic's critical speed of 40MPH.

ATTACHMENT 2

INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

T012524

DATE: Thu, May 23, 24	LOCATION: NORTH & SOUTH: Santa Fe Springs EAST & WEST: Orr and Day Rd Flossmoor Rd	PROJECT #: SC4623 LOCATION #: 1 CONTROL: STOP E/W
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NOTES: West Leg construction 8:05-9:26AM	
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LANES:	NORTHBOUND Orr and Day Rd			SOUTHBOUND Orr and Day Rd			EASTBOUND Flossmoor Rd			WESTBOUND Flossmoor Rd			TOTAL
	NL 1	NT 2	NR 0	SL 1	ST 2	SR 0	EL 0	ET 1	ER 0	WL 0	WT 1	WR 0	

U-TURNS				
NB 0	SB 0	EB 0	WB 0	TTL

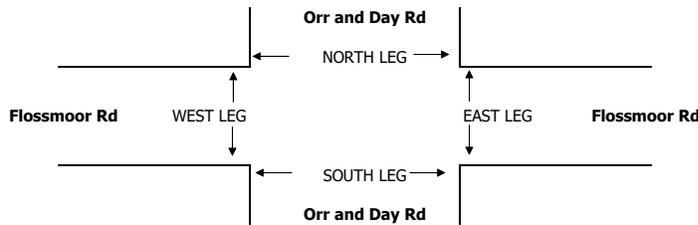
AM	7:00 AM	3	67	4	3	171	3	0	0	5	10	1	0	267	
	7:15 AM	11	67	2	2	156	7	1	1	3	1	2	1	254	
	7:30 AM	2	57	2	1	185	7	2	1	4	3	3	2	269	
	7:45 AM	3	93	2	1	159	7	0	0	4	8	2	4	283	
	8:00 AM	1	92	3	1	186	0	0	0	1	9	0	3	296	
	8:15 AM	0	81	3	0	178	0	1	0	0	3	0	2	268	
	8:30 AM	0	80	2	2	139	0	0	0	0	7	0	3	233	
	8:45 AM	0	38	1	0	136	0	0	0	0	1	0	1	177	
	VOLUMES	20	575	19	10	1,310	24	4	2	17	42	8	16		2,064
	APPROACH %	3%	91%	3%	1%	97%	2%	17%	9%	74%	64%	12%	24%		
APP/DEPART	629	/	597	1,346	/	1,384	23	/	31	66	/	52		0	
BEGIN PEAK HR	7:30 AM			7:30 AM			7:30 AM			7:30 AM					
VOLUMES	6	323	10	3	708	14	3	1	9	23	5	11		1,127	
APPROACH %	2%	93%	3%	0%	97%	2%	23%	8%	69%	59%	13%	28%			
PEAK HR FACTOR	0.845			0.942			0.464			0.696				0.945	
APP/DEPART	348	/	339	727	/	749	13	/	14	39	/	25		0	
AM2	9:00 AM	1	48	2	1	111	0	0	0	1	2	0	0	166	
	9:15 AM	0	37	1	0	130	1	0	0	0	3	0	1	173	
	9:30 AM	1	29	0	0	108	0	2	0	1	2	2	1	146	
	9:45 AM	2	32	1	1	99	0	1	1	1	0	1	1	140	
	10:00 AM	1	27	0	0	101	1	3	2	3	0	0	0	138	
	10:15 AM	1	30	1	1	120	0	2	0	1	4	0	0	160	
	10:30 AM	1	41	0	0	107	0	0	1	2	1	0	0	153	
	10:45 AM	3	44	0	0	92	0	0	0	4	3	0	2	148	
	VOLUMES	10	288	5	3	868	2	8	4	13	15	3	5		1,239
	APPROACH %	3%	92%	2%	0%	99%	0%	32%	16%	52%	65%	13%	22%		
APP/DEPART	312	/	307	879	/	905	25	/	12	23	/	15		0	
BEGIN PEAK HR	9:00 AM			9:00 AM			9:00 AM			9:00 AM					
VOLUMES	4	146	4	2	448	1	3	1	3	7	3	3		632	
APPROACH %	3%	92%	3%	0%	99%	0%	43%	14%	43%	54%	23%	23%			
PEAK HR FACTOR	0.760			0.866			0.583			0.650				0.908	
APP/DEPART	158	/	155	454	/	462	7	/	7	13	/	8		0	

4	0	0	0	4
1	0	0	0	1
1	0	0	0	1
5	1	0	0	6
2	0	0	0	2
1	1	0	0	2
0	0	0	0	0
1	0	0	0	1
15	2	0	0	17

9	2	0	0
---	---	---	---

1	0	0	0	1
1	0	0	0	1
2	2	0	0	4
0	1	0	0	1
1	0	0	0	1
2	1	0	0	3
1	2	0	0	3
1	0	0	0	1
9	6	0	0	15

4	3	0	0
---	---	---	---



AM	7:00 AM	0	0	0	2	2
	7:15 AM	0	0	0	0	0
	7:30 AM	0	0	0	0	0
	7:45 AM	0	0	0	1	1
	8:00 AM	0	0	0	0	0
	8:15 AM	0	0	0	0	0
	8:30 AM	0	1	1	0	2
	8:45 AM	0	0	0	1	1
TOTAL	0	1	1	4	6	
AM2	9:00 AM	0	0	0	2	2
	9:15 AM	0	0	1	0	1
	9:30 AM	0	0	0	0	0
	9:45 AM	0	0	1	0	1
	10:00 AM	0	0	0	1	1
	10:15 AM	0	0	1	1	2
	10:30 AM	0	0	0	0	0
	10:45 AM	0	1	1	1	3
TOTAL	0	1	4	5	10	
BEGIN PEAK HR						

ALL PED + BIKE & SCOOTER				
N LEG	S LEG	E LEG	W LEG	TOTAL
7:30 AM				
0	0	0	2	2
0	0	1	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	1	1	0	2
0	0	0	1	1
9:00 AM				
0	0	0	2	2
0	0	1	0	1
0	0	0	0	0
0	0	1	0	1
0	0	0	1	1
0	0	1	1	2
0	0	0	0	0
0	1	1	1	3
0	1	4	5	10

PEDESTRIAN CROSSINGS				
N LEG	S LEG	E LEG	W LEG	TOTAL
0	0	0	1	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	1	1
0	0	0	0	0
0	1	1	0	2
0	0	0	1	1
0	1	3	3	7
0	0	1	1	2

BICYCLE & SCOOTER CROSSINGS				
NL	SL	EL	WL	TOTAL
0	0	0	1	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	1	1
0	0	1	2	3

ATTACHMENT 2

INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

T012524

DATE: Thu, May 23, 24	LOCATION: NORTH & SOUTH: EAST & WEST:	Santa Fe Springs Orr and Day Rd Flossmoor Rd	PROJECT #: LOCATION #: CONTROL:	SC4623 1 STOP E/W
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NOTES:	
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LANES:	NORTHBOUND <small>Orr and Day Rd</small>			SOUTHBOUND <small>Orr and Day Rd</small>			EASTBOUND <small>Flossmoor Rd</small>			WESTBOUND <small>Flossmoor Rd</small>			TOTAL
	NL 1	NT 2	NR 0	SL 1	ST 2	SR 0	EL 0	ET 1	ER 0	WL 0	WT 1	WR 0	

U-TURNS				
NB 0	SB 0	EB 0	WB 0	TTL 0

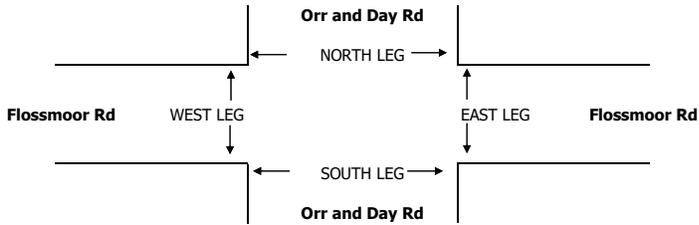
PM	2:00 PM	4	56	5	1	121	1	1	2	3	1	5	2	202
	2:15 PM	3	74	3	2	139	4	0	0	7	3	0	3	238
	2:30 PM	3	72	8	1	171	5	0	2	1	3	1	2	269
	2:45 PM	6	72	7	1	180	8	1	0	2	3	1	3	284
	3:00 PM	5	94	6	1	129	4	0	1	4	2	0	5	251
	3:15 PM	6	74	3	3	216	10	0	0	5	2	1	1	321
	3:30 PM	7	74	5	1	218	11	0	0	4	2	1	1	324
	3:45 PM	5	81	1	3	152	9	1	1	4	2	1	0	260
	VOLUMES	39	597	38	13	1,326	52	3	6	30	18	10	17	2,153
	APPROACH %	6%	88%	6%	1%	95%	4%	8%	15%	77%	40%	22%	38%	
APP/DEPART	677	/	618	1,392	/	1,377	39	/	57	45	/	101	0	
BEGIN PEAK HR	2:45 PM													
VOLUMES	24	314	21	6	743	33	1	1	15	9	3	10	1,180	
APPROACH %	7%	87%	6%	1%	95%	4%	6%	6%	88%	41%	14%	45%		
PEAK HR FACTOR	0.855			0.850			0.850			0.786			0.910	
APP/DEPART	359	/	325	782	/	767	17	/	28	22	/	60	0	
PM2	4:00 PM	5	93	8	3	217	16	1	1	3	2	2	2	353
	4:15 PM	4	73	4	2	198	6	0	1	2	7	1	4	302
	4:30 PM	6	94	7	1	233	8	0	0	2	2	2	3	358
	4:45 PM	2	88	10	1	226	9	0	0	3	4	2	7	352
	5:00 PM	4	85	9	2	192	10	1	1	2	2	2	1	311
	5:15 PM	5	119	5	2	214	6	0	1	2	1	1	3	359
	5:30 PM	1	100	9	2	195	5	1	0	4	4	0	5	326
	5:45 PM	9	125	1	1	165	6	1	0	3	1	1	2	315
	VOLUMES	36	777	53	14	1,640	66	4	4	21	23	11	27	2,687
	APPROACH %	4%	89%	6%	1%	95%	4%	14%	14%	72%	38%	18%	44%	
APP/DEPART	875	/	810	1,722	/	1,693	29	/	71	61	/	113	0	
BEGIN PEAK HR	4:30 PM													
VOLUMES	17	386	31	6	865	33	1	2	9	9	7	14	1,386	
APPROACH %	4%	88%	7%	1%	96%	4%	8%	17%	75%	30%	23%	47%		
PEAK HR FACTOR	0.844			0.935			0.750			0.577			0.960	
APP/DEPART	439	/	402	905	/	888	12	/	39	30	/	57	0	

0	0	0	0	0
1	0	0	0	1
2	0	0	0	2
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	1	0	0	1
3	1	0	0	4

0 0 0 0

2	1	0	0	3
1	0	0	0	1
2	0	0	0	2
1	0	0	0	1
1	0	0	0	1
1	1	0	0	2
1	0	0	0	1
0	0	0	0	0
9	2	0	0	11

5 1 0 0



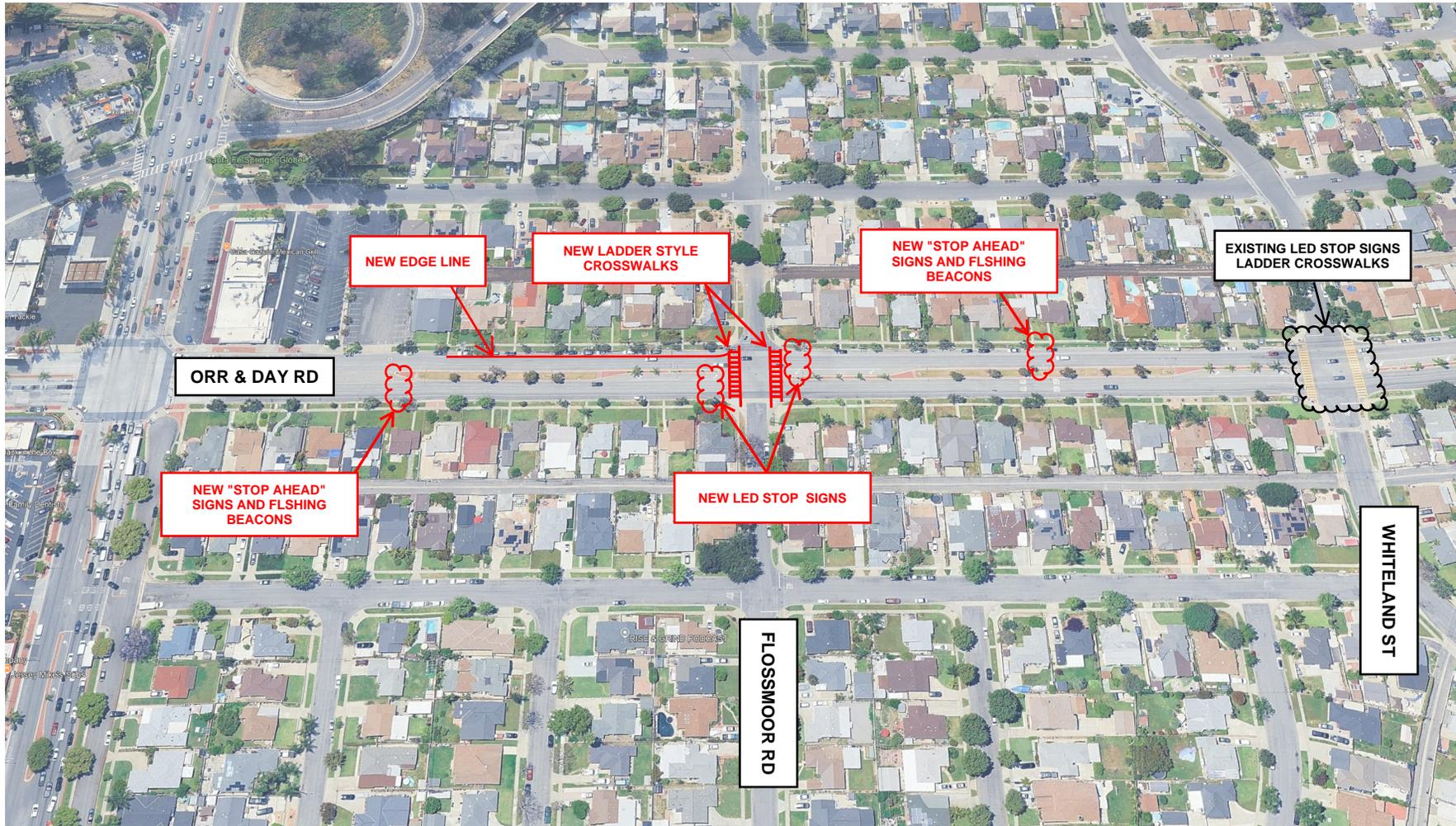
PM	2:00 PM	0	0	0	0	0
	2:15 PM	0	0	0	0	0
	2:30 PM	0	0	0	1	1
	2:45 PM	0	0	1	3	4
	3:00 PM	0	0	2	0	2
	3:15 PM	0	0	2	0	2
	3:30 PM	0	0	1	0	1
	3:45 PM	0	0	0	1	1
TOTAL	0	0	6	5	11	
BEGIN PEAK HR	2:45 PM					
PM2	4:00 PM	0	0	0	3	3
	4:15 PM	0	0	2	0	2
	4:30 PM	0	0	2	0	2
	4:45 PM	0	0	1	1	2
	5:00 PM	0	0	0	0	0
	5:15 PM	0	0	0	3	3
	5:30 PM	0	0	1	0	1
	5:45 PM	0	0	1	1	2
TOTAL	0	0	7	8	15	
BEGIN PEAK HR	4:30 PM					

ALL PED + BIKE & SCOOTER					
N LEG	S LEG	E LEG	W LEG	TOTAL	
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	1	1	1
0	0	1	3	4	4
0	0	2	0	2	2
0	0	2	0	2	2
0	0	1	0	1	1
0	0	0	1	1	1
0	0	6	5	11	11
2:45 PM					
0	0	0	3	3	3
0	0	2	0	2	2
0	0	2	0	2	2
0	0	1	1	2	2
0	0	0	0	0	0
0	0	0	3	3	3
0	0	1	0	1	1
0	0	1	1	2	2
0	0	7	8	15	15
4:30 PM					

PEDESTRIAN CROSSINGS					
N LEG	S LEG	E LEG	W LEG	TOTAL	
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	1	1	1
0	0	1	0	1	1
0	0	1	0	1	1
0	0	1	0	1	1
0	0	0	1	1	1
0	0	3	2	5	5
0	0	3	1	4	4
0	0	0	0	0	0
0	0	2	0	2	2
0	0	0	0	0	0
0	0	1	0	1	1
0	0	0	0	0	0
0	0	0	0	0	0
0	0	1	0	1	1
0	0	0	1	1	1
0	0	4	1	5	5
0	0	1	0	1	1

BICYCLE & SCOOTER CROSSINGS					
NL	SL	EL	WL	TOTAL	
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	1	1	1
0	0	1	2	3	3
0	0	1	0	1	1
0	0	1	0	1	1
0	0	0	0	0	0
0	0	0	0	0	0
0	0	3	3	6	6
0	0	0	3	3	3
0	0	0	0	0	0
0	0	2	0	2	2
0	0	0	1	1	1
0	0	0	0	0	0
0	0	0	3	3	3
0	0	0	0	0	0
0	0	1	0	1	1
0	0	3	7	10	10

ORR & DAY RD AND FLOSSMOOR RD
ALL-WAY STOP CONTROL





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: Michael Kozicki, Interim Fire Chief

SUBJECT: STATE OF HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF MOTOROLA PORTABLE RADIOS AND ACCESSORIES

DATE: February 17, 2026

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award the purchase to Motorola Solutions, in the amount of \$180,018.98 for Portable Radios and related accessories; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The State Homeland Security Program is a 100% reimbursable grant. There will be no fiscal impact on the city. Motorola Solutions submitted sole source documentation.

BACKGROUND

Motorola Solutions' APX NEXT XE portable radios and accessories provide next-generation, mission-critical communications designed for firefighters and first responders operating in extreme environments. When lives depend on clear and uninterrupted communication, APX NEXT XE protects user focus through exceptional ruggedness, intuitive XE ergonomics, and exaggerated, glove-friendly controls paired with a durable all-weather touchscreen. Engineered to withstand heat, water, impact, and debris, the radios deliver reliable performance in the harshest conditions while providing enhanced audio for louder, clearer voice communications. Advanced mission-critical voice and data capabilities are supported by LTE, Wi-Fi, and Bluetooth connectivity, ensuring responders remain connected even beyond traditional radio coverage. The APX NEXT XE application platform brings critical intelligence directly to the field through secure services such as

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**STATE OF HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE
OF MOTOROLA PORTABLE RADIOS AND ACCESSORIES**

Page 2 of 2

ViQi, SmartMessaging, SmartMapping, and SmartLocate, improving situational awareness and decision-making during active incidents. Complementary accessories including IMPRES 2 Division 2 batteries, remote speaker microphones, chargers, carry solutions, and connectivity accessories extend operational capability, durability, and usability in the field, with batteries providing up to 18 hours of power for long-duration incidents. By equipping the Fire-Rescue team with Motorola portable radios and accessories, the department strengthens reliable, interoperable, and secure communications across all operational environments, supporting efficient emergency response while reinforcing its ongoing commitment to firefighter safety and community protection.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by City Council, the Department of Fire-Rescue will proceed with the purchase of Motorola APX NEXT XE portable radios, along with necessary accessories and support components, and will submit the required reimbursement request through the applicable State Homeland Security Program grant.

ATTACHMENT(S):

- A. Motorola Solutions Quote
- B. Motorola Solutions, Letter of Sole Source
- C. Sam.gov
- D. AEL

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

Billing Address:
 SANTA FE SPRINGS FIRE DEPT
 11710 E TELEGRAPH RD
 SANTA FE SPRINGS, CA 90670
 US

Shipping Address:
 FIRE HEADQUARTERS
 11300 GREENSTONE AVE
 SANTA FE SPRINGS, CA 90670
 US

Quote Date:02/05/2026
 Expiration Date:04/06/2026
 Quote Created By:
 Dianne Kiehne
 Dianne.Kiehne@
 motorolasolutions.com

End Customer:
 SANTA FE SPRINGS FIRE DEPT
 Nichole Ruiz
 NicholeRuiz@santafesprings.gov
 562-944-9713 Ext. 3902

Contract: 18105 - LA COUNTY , CA MA-
 IS-2240228

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE MULTI					
1	H55TGT9PW8AN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5*	12		\$8,818.00	\$6,437.14	\$77,245.68
1a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	12		\$824.00	\$601.52	\$7,218.24
1b	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	12		\$0.00	\$0.00	\$0.00
1c	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	12		Included	Included	Included
1d	QA09001AM	ADD: WIFI CAPABILITY	12		Included	Included	Included
1e	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	12		Included	Included	Included
1f	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	12		\$30.00	\$21.90	\$262.80
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	12		Included	Included	Included



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	H38DA	ADD: SMARTZONE OPERATION	12		Included	Included	Included
1i	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	12		Included	Included	Included
1j	H499KC	ENH: SUBMERSIBLE (DELTA T)	12		Included	Included	Included
1k	QA00580BA	ADD: TDMA OPERATION	12		Included	Included	Included
1l	QA09113AA	ADD: BASELINE RELEASE SW	12		\$0.00	\$0.00	\$0.00
1m	Q361CD	ADD: P25 9600 BAUD TRUNKING	12		Included	Included	Included
1n	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE*	12		\$0.00	\$0.00	\$0.00
1o	Q387CB	ADD: MULTICAST VOTING SCAN	12		Included	Included	Included
1p	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	12		\$353.00	\$257.69	\$3,092.28
1q	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	12		Included	Included	Included
1r	QA03399AK	ADD: ENHANCED DATA	12		Included	Included	Included
1s	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	12		Included	Included	Included
1t	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	12		Included	Included	Included
1u	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	12		Included	Included	Included
1v	BD00001AA	ADD: CORE BUNDLE	12		\$3,323.00	\$2,425.79	\$29,109.48
1w	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	12		Included	Included	Included
1x	BD00010AB	ADD: SECURITY BUNDLE	12		\$1,227.00	\$895.71	\$10,748.52
1y	QA07680AA	ADD: MULTI SYSTEM OTAR	12		Included	Included	Included
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03082A	RADIOCENTRAL PROGRAMMING	12	3 YEARS	\$96.12	\$96.12	\$1,153.44



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	NNTN9217A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 IP68 4400T	12		\$284.35	\$207.58	\$2,490.96
5	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
6	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	12	5 YEARS	\$751.80	\$751.80	\$9,021.60
7	SSV01S01406A	SMARTCONNECT	12	5 YEARS	\$720.00	\$720.00	\$8,640.00
8	PMPN4639B	CHARGER, VEHICLE IMPRES 2 12VDC HARDWIRE NA/AU/NZ	12		\$641.00	\$467.93	\$5,615.16
9	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	6		\$181.43	\$132.44	\$794.64
10	PMLN6127A	EARPIECE, 2-WIRE, WITH MIC & PTT, GCAI, BLACK	12		\$124.98	\$91.24	\$1,094.88
11	PMMN4154B	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	12		\$800.00	\$584.00	\$7,008.00

Subtotal \$163,495.68

Estimated Tax \$16,523.30

Grand Total \$180,018.98(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____



Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



Motorola Solutions, Inc.
10680 Treena St., Suite 200
San Diego, CA 92131

January 29 2025

Battalion Chief Victor Martin,
City of Santa Fe Springs

Subject: Motorola Solutions Sole Source- APX8500 RADIO EQUIPMENT

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety Market and is pleased to have the city of Santa Fe Springs , CA as a valued customer. The P25 APX8500 radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The APX 8500 radio hardware and software options that are proposed to the city of Santa Fe Springs will be used on the ICI ASTRO25 Trunked System. This system is used by many of the ICI Regional Member agencies, including the city of Santa Fe Springs to provide mission critical radio communications for their first responders. The ICI ASTRO25 system offers several proprietary features and services that are only available to Motorola APX subscribers operating on an ASTRO25 system.

Specifically, the APX 8500 radios that Oxnard currently uses, and that are proposed, are capable of using Motorola's SmartConnect. SmartConnect is proprietary service on the ICI Regional system that enables public safety communication where Land Mobile Radio (LMR) connectivity is compromised. The APX radios are able to either use in vehicle Wi-Fi hot spots or Wi-Fi hotspots located in City and County facilities to transmit and receive radio communications from the County ASTRO25 system via the internet. This unique feature is available only to APX radios that have been equipped with Wi-Fi hardware and the SmartConnect feature.

Additionally, the ICI system also features Over-the-Air Rekey of the APX radios encryption keys and Over-the-Air-Programming. Both services use Motorola proprietary hardware located in the ASTRO25 Core to track and process these actions, and minimize system and County resources to do so.

If you have any questions regarding our radio equipment, please contact me at (657) 705-4357 or at Brett.cox@motorolasolutions.com.

Sincerely,

Brett Cox

Motorola Solutions, Inc.
Brett Cox
Sr. Account Executive



MOTOROLA SOLUTIONS, INC.

Unique Entity ID G2LUXP8ND8U6	CAGE / NCAGE 7H229	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 4, 2026	QUERY DATE: 09/09/25 BY: N. RUIZ
Physical Address 500 W Monroe ST FL 44 Chicago, Illinois 60661-3781 United States	Mailing Address 2100 Progress Parkway Attn: Contracts Schaumburg, Illinois 60196-4041 United States	

Business Information

Doing Business as (blank)	Division Name Motorola Solutions, Inc.	Division Number (blank)
Congressional District Illinois 07	State / Country of Incorporation Delaware / United States	URL https://www.motorolasolutions.com/en_us.html

Registration Dates

Activation Date Sep 4, 2025	Submission Date Sep 4, 2025	Initial Registration Date Mar 13, 2002
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Sep 25, 1928	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
--	--	--

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 7H229

Points of Contact

Electronic Business

✎ MATTHEW WEST	2100 Progress Parkway Schaumburg, Illinois 60196 United States
JON PADISH	2100 Progress Parkway Attn: Contracts Schaumburg, Illinois 60196 United States

Government Business

✎ MATTHEW WEST	2100 Progress Parkway Schaumburg, Illinois 60196 United States
JON PADISH	2100 Progress Parkway Attn: Contracts Schaumburg, Illinois 60196 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334111	Electronic Computer Manufacturing
	334290	Other Communications Equipment Manufacturing
	334413	Semiconductor And Related Device Manufacturing
	334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
	541330	Engineering Services
	541380	Testing Laboratories And Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541519	Other Computer Related Services
	541690	Other Scientific And Technical Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541990	All Other Professional, Scientific, And Technical Services
	811210	Electronic And Precision Equipment Repair And Maintenance

Disaster Response

This entity does not appear in the disaster response registry.



Tools

06CP-01-PORT - Radio, Portable

Description

Individual/portable radio transceivers.

Grant Notes

This section includes equipment and systems that provide connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing FEMA program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made. Grant funds may be used to cover only those services provided during the grant project period. Grantees are reminded that supplanting of previously planned or budgeted activities is strictly prohibited. Grantees should coordinate with their assigned FEMA preparedness officer to determine the appropriate allowable cost category for these purchases.

More Information

FEMA Related Grant Programs

- Intercity Passenger Rail Grant Program (IPR)
- Emergency Management Performance Grants (EMPG)

- Homeland Security Grant Program (HSGP)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the [Interagency Board's Standardized Equipment List website](#).

Note: Some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders website](#). To search for an equipment item, use the same Authorized Equipment List

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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: Julio F. Morales, Director of Finance

SUBJECT: TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED DECEMBER 30, 2025

DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

Investment earnings for the quarter ended December 30, 2025 amounted to **\$840,809**

BACKGROUND/DISCUSSION

As of December 30, 2025, the City had approximately \$103.3 Million in operating funds and reserves are held and maintained in a variety of accounts, held in LAIF, CLASS, Bank of Montreal (BMO), Farmers and Merchant Bank (F&M), and Charles Schwab. Inc.

The Shuster Advisory Group, LLC (“Shuster”) oversees the management of the accounts invested in BlackRock and individual investments (i.e., the “managed portfolio”). Charles Schwab serves as the custodian for these accounts, which performs all trade activity, reporting, and paying agent. Alta Trust serves as the Trustee, which assists in safekeeping of assets and all federal and state compliance reporting.

These monies, collectively, represent operating funds and reserves for the City’s General Fund, grant programs, and various special revenue funds (but excluding bond proceeds and Successor Agency funds)

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
Treasurer’s Report of Investments for the Quarter Ended December 30, 2025
 Page 2 of 4

The market value of the City’s investment holding, as of December 30, 2025, is **\$103,293,472**, as summarized in the chart below.

		September 30, 2025 December 30, 2025			
Institution	Purpose	Account #	Starting Balance	Ending Balance	%Earned
BlackRock (Schwab)	Managed Portfolio	4727-5745	\$86,165,310	\$89,138,995	\$702,034
CDs (Schwab)	Investments	9853-5216	\$1,362,421	\$1,035,834	\$0
LAIF	Operating Funds	98-19-840	\$1,496,334	\$1,523,342	\$16,090
CLASS	Operating Funds	CA-01-0214-0001	\$16,120,308	\$9,543,022	\$122,684
Farmers & Merchant	Bank Balance	All Accounts	\$3,871,004	\$1,535,102	\$0
Bank of Montreal (BMO)	Bank Balance	General Fund	\$2,738,586	\$517,176	\$0
TOTAL			\$111,753,962	\$103,293,472	\$840,809

The balance in the City’s operating monies declined in the 1st Quarter due to the payment of large up-front payment due at the beginning of the fiscal year, including the annual pension UAL payment to CalPERS and General Liability and Workers Compensation premiums.

Amounts listed above do not include successor agency assets nor bond proceeds¹, which are invested in accordance to provisions in bond legal documents, nor monies set aside to fund a portion of the City’s retirement liabilities “115 Trust” irrevocable trust to fund the City’s retirement liabilities: 1) Other Post Employment Benefits “OPEB” for retiree medical and 2) Pension Stabilization Fund (i.e., “115 Trusts”), as summarized in the chart below:

	Oct 30, 2025	December 30, 2025	Qrt % Return
OPEB	\$36,786,692	\$40,019,838	8.79%
Pension	\$31,475,709	\$33,846,296	7.53%

¹ Bond proceeds do not need to comply with the provisions of California Government Code § 53601 regarding the investment of government funds, they are invested in accordance to provisions in bond legal documents. The bond reserves and debt service funds for the Water Utility Authority and Successor Agency are held by the City’s bond trustee, U.S. Bank.

A portion of Successor Agency bond funds are held in LAIF: \$17.847 million in bond proceeds from **2006A TABs (Account No. 11-19-068)** and \$344,607 in taxable bonds proceeds from Series 2006B TABs (Account No. 11-19-069). An additional \$1,982,013 in Consolidated RDA Account monies are held in Account No. 11-19-036, however, these funds are not confirmed as operating funds or bond funds. US Bank also holds Monies held for third-party conduit debt issuances.

The OPEB portfolio was structured with 70% equity / 30% Fixed Income (Bond), while the Pension Stabilization Fund had a 50% Equity / 50% Bond mix. The results of investment performance for the Pension and OPEB accounts are reported separately by Shuster.

A portion of invested funds are designated for certain purposes, as outlined in the City’s adopted Reserve Policies. Other funds are legally restricted, in accordance with specific grant or program guidelines. This report does not provide a breakdown of the allocation of monies among funds, uses, or programs - it simply provides a summary on monies held for investment and earning realized over the past quarter.

ANALYSIS

The City’s managed portfolio generated interest income in the amount of BlackRock, totaling \$702,034 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

In addition to the BlackRock managed portfolio, the City’s other investments are the Local Agency Investment Fund (“LAIF”), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program (“CLASS”).

- *LAIF return = 4.20%*
- *CLASS return= 3.98%*

Benchmark Performance

Total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance².

² Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City’s portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City’s 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, “unrealized” gains/losses are not “realized” unless the security is actually sold prior to maturity.

The total return for the City’s portfolio for the quarter ended December 30, 2025 was **1.77%** vs. the City’s benchmark the ICE BofA 1-5 Year U.S. Gov & Corporate Index total return of **1.27%**; the City’s portfolio outperformed the benchmark by **0.50%**.

ENVIRONMENTAL

None.

SUMMARY/NEXT STEPS

The attached report contains a summary of Shuster’s performance in the managed portfolio (BlackRock). Shuster and Staff will continue to work with the City Council to review any proposed changes to the portfolio make-up.

ATTACHMENT(S):

- A. Shuster Investment Performance Review (Quarter Ended December 30, 2025)

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

The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City’s principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.



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: AMENDMENT NO.1 TO THE EXTENSION OF THE USE AGREEMENT WITH METROPOLITAN LITTLE LEAGUE
DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the extension of the use agreement with Metropolitan Little League
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact associated with approval of this amendment.

BACKGROUND

The City of Santa Fe Springs partners with youth sports organizations to provide organized recreational programming that supports physical activity, teamwork, and community engagement. Metropolitan Little League provides baseball and softball programming for youth and has utilized City athletic fields and facilities under a Use Agreement approved in 2023. Throughout the term of the agreement, the City and Metropolitan Little League have maintained a positive working partnership that supports well-organized, safe, and effectively managed youth sports programming.

The original Use Agreement expired on January 31, 2026. In order to formalize continued use of City facilities and avoid disruption to scheduled league activities, staff is recommending approval of an extension and amendment to the agreement.

AMENDMENT NO.1 TO THE EXTENSION OF THE USE AGREEMENT WITH METROPOLITAN LITTLE LEAGUE

Page 2 of 3

ANALYSIS

The proposed extension and amendment extend the term of the expired Use Agreement for an additional one-year period, retroactively commencing on February 1, 2026 and terminating on January 31, 2027, unless earlier terminated in accordance with the provisions of the agreement. This action formalizes continued use of City athletic facilities by Metropolitan Little League without interruption.

The amendment also clarifies designated athletic field locations and establishes parameters for tournament play and priority use. Lake Center Athletic Park is designated as the primary location for all Metropolitan Little League tournament play. Lakeview Park will remain an approved satellite location as authorized in the original agreement, and Los Nietos Park is added as an authorized location solely for special circumstances, subject to park availability and prior written City approval on a case-by-case basis. Use of any other City athletic facilities, including the Santa Fe Springs Athletic Fields, is expressly excluded unless separately approved in writing by the City.

In addition, the amendment establishes priority use of Lake Center Athletic Park for select Metropolitan Little League postseason and special tournaments, including the Tournament of Champions, All Star Tournaments, and the annual Toy Drive Tournament, each limited to a maximum of two divisions. Priority use applies to actively participating Metropolitan Little League teams during approved tournament periods. Field usage fees will be charged in accordance with the City's adopted fee schedule for games involving two non-organization teams. Tournament scheduling, field requests, and advance submittal of practice and game schedules will remain subject to City review and approval to ensure compatibility with field availability, maintenance schedules, and other permitted uses.

ENVIRONMENTAL

N/A

DISCUSSION

Approval of this extension and amendment supports the continued delivery of organized baseball and softball programming while ensuring City athletic facilities are managed responsibly and in accordance with established policies. Maintaining a formal agreement allows staff to effectively coordinate scheduling, preserve facility conditions, and ensure accountability.

SUMMARY/NEXT STEPS

Upon City Council approval, staff will finalize and execute the extension and amendment, allowing Metropolitan Little League to continue programming through January 31, 2027.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**AMENDMENT NO.1 TO THE EXTENSION OF THE USE AGREEMENT WITH
METROPOLITAN LITTLE LEAGUE**
Page 3 of 3

ATTACHMENT(S):

A. First Amendment to Metro Little League Agreement

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



DEPARTMENT OF PARKS & RECREATION

2026

**FIRST AMENDMENT TO USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES
(Metropolitan Little League Youth Baseball and Softball Sports Programing)**

This First Amendment (“First Amendment”) to that certain agreement entitled “Use Agreement for Athletic Fields & Facilities” dated January 24, 2023 (“Agreement”), is hereby entered into this 31st day of January, 2026 (“Effective Date”) by and between the CITY OF SANTA FE SPRINGS, a municipal corporation, hereinafter referred to as “CITY”), and METROPOLITAN LITTLE LEAGUE, a California nonprofit corporation (hereinafter referred to as “ORGANIZATION”). This AGREEMENT shall take effect on the “EFFECTIVE DATE”. CITY and ORGANIZATION may be hereinafter individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on January 24, 2023, the CITY and ORGANIZATION entered into the Agreement (attached and incorporated hereto as Exhibit “A”) permitting ORGANIZATION’s use of certain CITY athletic fields and related facilities for baseball and softball sports programing for the youth of the community, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the CITY and ORGANIZATION desire to extend the term of the Agreement for an additional one (1) year period; and

WHEREAS, the CITY and ORGANIZATION further desire to amend certain terms and conditions of the Agreement, including without limitation, the designation of Lake Center Athletic Park as the approved athletic field location for tournament play and the removal of ORGANIZATION’s right to use Santa Fe Springs Athletic Fields; and

WHEREAS, except as expressly modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, CITY and ORGANIZATION agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this First Amendment, in their entirety, by this reference.
2. **Extension of Term.** Section 1 (Term of Agreement) of the Agreement is hereby amended to extend the term of the Agreement for a period of one (1) year,

commencing on February 1, 2026, and remaining in effect through January 31, 2027, unless earlier terminated in accordance with the provisions of the Agreement.

3. **Subject Facilities.** Subsection A of Section 2 (Use of Premises) of the Agreement is hereby amended as follows:

- A. Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs, shall be removed from the list of Subject Facilities. Any references in the Agreement to use of the Santa Fe Springs Athletic Fields shall be deleted in their entirety. ORGANIZATION shall not be permitted to schedule, conduct, or host any games, practices, or tournaments at the Santa Fe Springs Athletic Fields under this Agreement.
- B. Los Nietos Park, located at 11143 Charlesworth Road in Santa Fe Springs, shall be added to the list of Subject Facilities, subject to availability and the prior written approval of CITY. ORGANIZATION's use of Los Nietos Park shall be limited to special circumstances. CITY's approval is not guaranteed and shall be evaluated on a case-by-case basis at the sole discretion of CITY.
- C. The designated athletic field for all of ORGANIZATION's tournament play authorized under this Agreement shall be Lake Center Athletic Park, located at 11641 Florence Avenue.
- D. Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs, shall be an approved satellite location for ORGANIZATION's use, subject to the terms and conditions of the Agreement and the prior written approval of CITY.
- E. Use of any other CITY athletic facilities not listed in the Subject Facilities, including but not limited to the Santa Fe Springs Athletic Fields, is expressly excluded from the Agreement unless separately approved in writing by CITY.

4. **Use of Subject Facilities.** Subsection B of Section 2 (Use of Premises) of the Agreement is hereby amended to include the following provisions regarding ORGANIZATION's postseason and special tournament play at Lake Center Athletic Park:

- A. **Tournament of Champions Priority Use.** ORGANIZATION shall receive priority use of designated athletic fields at Lake Center Athletic Park for its end of season Tournament of Champions, limited to a maximum of two divisions. The Tournament of Champions is anticipated to occur in or around the month of May of each year.
- B. **Presidents Cup Priority Use.** ORGANIZATION shall receive priority use of designated athletic fields at Lake Center Athletic Park for its end of season President's Cup Tournament, limited to a maximum of two divisions. The President's Cup Tournament is anticipated to occur in or around the month of May of each year.

- C. All Star Tournament Priority Use. ORGANIZATION shall receive priority use of designated athletic fields at Lake Center Athletic Park for its All Star Tournaments, limited to a maximum of two divisions. All Star Tournament play may occur during the month of June and into early July, provided that all All Star Tournament play shall conclude no later than July 4 of each year.
- D. Toy Drive Tournament Priority Use. ORGANIZATION shall receive priority use of designated athletic fields at Lake Center Athletic Park for its annual Toy Drive Tournament, which shall take place over two weekend dates occurring in the month of November of each year.
- E. Actively Participating Teams. ORGANIZATION shall have priority use of field space at Lake Center Athletic Park for ORGANIZATION teams that are actively participating in the Tournament of Champions, All Star Tournaments, and Toy Drive Tournament during CITY-approved tournament periods.
- F. Fees for Non-ORGANIZATION Matchups. During the Tournament of Champions, All Star Tournaments, and Toy Drive Tournament, ORGANIZATION shall be charged for field usage in accordance with the CITY's adopted fee schedule for any game in which two non-ORGANIZATION teams are playing against each other.
- G. Tournament Requests, Request Deadlines, and Scheduling Requirements. For all Tournament of Champions, All Star Tournaments, and Toy Drive Tournament play authorized under this Agreement, ORGANIZATION shall comply with the following request and scheduling requirements:
 - i. Annual Field Request Deadlines. ORGANIZATION shall submit written requests to CITY for tournament field usage as follows:
 - a. Tournament of Champions and All-Star Tournaments no later than March 15 of each year.
 - b. Toy Drive Tournament no later than July 15 of each year.
 - c. These requests are intended to reserve field space at a planning level and shall identify the anticipated tournament type, general date range, number of divisions, and requested locations. Submission of a field request does not constitute approval.
 - ii. Practice Schedule Submittal. ORGANIZATION shall submit detailed practice schedules for tournament teams to CITY a minimum of two (2) weeks prior to the commencement of the applicable tournament. Practice schedules shall include, at a minimum, team names, divisions, practice dates, times, and requested field locations.
 - iii. Tournament Game Schedule Submittal. ORGANIZATION shall submit detailed tournament game schedules to CITY a minimum of one (1) week prior to the commencement of the applicable

tournament. Game schedules shall include, at a minimum, team names, divisions, game dates, start times, and assigned field locations.

- iv. CITY Review and Approval. All field requests, practice schedules, and tournament game schedules are subject to CITY review and approval and shall be coordinated to ensure compatibility with field availability, maintenance schedules, neighborhood impacts, and other CITY permitted uses.

5. Reserved Parking for Organization Activities

- i. During all ORGANIZATION activities authorized under this Agreement, Metropolitan Little League shall be permitted to designate up to ten (10) temporary Reserved Parking Spaces per day at approved athletic field locations for use by umpires and or ORGANIZATION board members.
- ii. ORGANIZATION is responsible for daily storage of temporary signage.
- iii. All Reserved Parking Spaces shall be temporary in nature, clearly marked, and implemented in a manner approved by the City. Reserved Parking shall not obstruct emergency access, fire lanes, Americans with Disabilities Act compliant parking spaces, or other City designated parking areas. The City retains the right to modify or revoke approval of Reserved Parking at any time based on operational needs, public safety considerations, or neighborhood impacts.
- iv. ORGANIZATION shall not utilize parking spaces designated for City staff.
- v. The City shall not be responsible for any lost, stolen, damaged, vandalized, or graffitied signage or materials used by Metropolitan Little League to designate Reserved Parking Spaces. Metropolitan Little League shall be solely responsible for providing, maintaining, monitoring, and removing all Reserved Parking signage and shall ensure that all signage remains free of graffiti, vandalism, or other defacement. Any signage that becomes damaged, vandalized, or graffitied shall be promptly repaired or removed by Metropolitan Little League at its sole cost.

b.

5. **Waivers.** Section 3 (Revocation) of the Agreement is hereby amended to add the following:

No delay or omission by either Party in the exercise of any right or remedy set forth in this Agreement shall impair such right or remedy or be constructed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the Party's consent to or approval of any subsequent act. Any waiver by any Party of

any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6. **Governing Law and Venue.** Section 8 (Governing Law) of the Agreement is hereby amended to add the following:

Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7. **Insurance.** Section 10 (Insurance) of the Agreement is hereby deleted in its entirety and replaced with the following:

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:
 - i. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance which shall be written on an occurrence form at least as broad as ISO CG 00 01, and include coverage for premises and operations, products and completed operations, independent contractors, vendors, personal injury, and contractual liability. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage. Coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the CITY, and shall contain a waiver of subrogation in favor of the CITY. Amendments to contractual liability are not permitted. There shall be no cross-liability exclusion for claims or suits by one insured against

another.

- ii. Automobile Liability Insurance: Automobile Liability insurance covering owned, hired, non-owned, and rented vehicles, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits as required by the State of California, and Employer's Liability limits of not less than One Million Dollars (\$1,000,000) per accident, disease, or employee. Coverage shall include a waiver of subrogation endorsement in favor of the CITY and its officers, officials, employees, and volunteers.
- iv. Sexual Abuse and Molestation Coverage: ORGANIZATION shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
- E. ORGANIZATION agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- F. No liability insurance coverage provided to comply with this Agreement shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- G. All insurance coverage and limits provided by ORGANIZATION and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of such insurance coverage.

- H. Umbrella or Excess Liability insurance may be used to meet the above-required liability limits.
- I. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- J. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- K. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, at its sole election. ORGANIZATION shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- L. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium or otherwise terminate this Agreement. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY's sole election.
- M. Certificate(s) are to reflect that the insurer will provide 30-days written notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- N. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this Agreement and is written into each policy.
- O. ORGANIZATION agrees to ensure that its sub-consultants, subcontractors,

and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

- P. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this Agreement to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.
- Q. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
- R. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- S. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
- T. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
- U. ORGANIZATION shall provide proof that policies of insurance required

herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.

- V. Requirements of specific coverage features or limits contained in this Section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- W. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- X. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- Y. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or ORGANIZATION for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.
- Z. ORGANIZATION agrees to provide immediate notice to CITY of any claim or loss against ORGANIZATION arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. **Indemnification.** Section 11 (Indemnification) of the Agreement is hereby amended to add the following:

ORGANIZATION waives any right of recovery against CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, officials, agents, employees and volunteers for indemnification, contribution, or declaratory relief arising from or relating in any way to

ORGANIZATION'S use of the SUBJECT FACILITIES. Notwithstanding anything to the contrary in this Agreement, the obligations and responsibilities under this Section shall survive the expiration or termination of this Agreement.

9. **Independent Contractor.** Section 13 (Independent Contractor) is hereby deleted in its entirety and replaced with the following:

Neither the CITY nor its City Council, each member thereof, present and future, members of boards and commissions, its officers, officials, agents, employees or volunteers shall have any control over the manner, mode or means by which ORGANIZATION, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The CITY shall have no voice in the selection, discharge, supervision or control of ORGANIZATION's employees, subcontractors, servants, representatives, volunteers or agents, or in fixing their number, compensation or hours of service, except for the requirement that ORGANIZATION shall conduct background checks when any of their personnel will supervise or have direct contact with youth (under the age of 18) or vulnerable adults pursuant to Section 8 of this Agreement. ORGANIZATION expressly acknowledges and agrees it is acting as an independent contractor of the CITY and shall remain at all times as to the CITY a wholly independent contractor with only such obligations as are consistent with that role. ORGANIZATION shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the CITY. The CITY shall not in any way or for any purpose become or be deemed to be a partner of ORGANIZATION in its business or otherwise or a joint venture or a member of any joint enterprise with ORGANIZATION.

10. **Severability.** The Agreement is hereby amended to add an additional Section 18 (Severability) as follows:

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

11. **Criminal Background Checks.** Section E of Exhibit "C" (Organization's Responsibilities) to the Agreement is hereby amended to add the following:

ORGANIZATION shall complete LiveScan fingerprinting background checks on all ORGANIZATION personnel, including employees, subcontractors, and volunteers. When the activities involve participation by minors, ORGANIZATION shall not hire an employee, contractor, or volunteer with a history of criminal convictions as specified in California Public Resources Code Section 5164(a)(2).

ORGANIZATION shall comply with all applicable state laws governing services provided by youth services organizations.

12. Except as expressly amended by this First Amendment, all other terms, conditions, obligations, and provisions of the Agreement shall remain unchanged and in full force and effect. This First Amendment shall be deemed a part of the Agreement and, together with the Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and therein.

13. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Agreement and no further.

14. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. This First Amendment shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue shall be in the Central District of California located in the City of Los Angeles, California.

16. The individuals executing this First Amendment and the instruments referenced herein on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind the Parties, respectively, to the terms and conditions hereof and thereof.

17. This First Amendment may be executed by the Parties in multiple counterpart originals, all of which together shall constitute a single Agreement.

18. The Parties agree that this First Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this First Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

CITY:

CITY OF SANTA FE SPRINGS

ORGANIZATION:

**METROPOLITAN LITTLE LEAGUE, a
California nonprofit corporation**

Joe Angel Zamora, Mayor

Odalys Valladares, President

Date: _____

Date: _____

ATTEST

Maribel Garcia, City Clerk

APPROVED AS TO FORM

Rick Olivarez, City Attorney

Exhibit "A"

(Use Agreement for Athletic Fields & Facilities on Following Pages)



USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT is made and entered into this 24th day of January, 2023 (“Effective Date”), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as “CITY”) and METROPOLITAN LITTLE LEAGUE, (hereinafter referred to as “ORGANIZATION”).

RECITALS:

- A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. It is the CITY's desire to partner with a youth sports non-profit organization that has an “Everyone Plays” philosophy where registration is open and non-exclusive to any youth in the community; and
- C. The goal and purpose of ORGANIZATION is to provide a baseball/softball sports program to the youth of the community.
- D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through January 31, 2026, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to two additional one-year periods upon mutual agreement of the parties.

2. USE OF PREMISES

- A. CITY grants ORGANIZATION the right to use the following locations (“Subject Facilities”), subject to the terms and conditions of this Agreement:
 - Lake Center Athletic Park, located at 11641 Florence Avenue.
 - Betty Wilson Center, located at 11641 Florence Avenue, limited to the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room.
 - Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs, and

- The field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs.

B. Use of the Subject Facilities is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit A: Facility Use Procedures and Rules

Exhibit B: Facility Use Requirements

Exhibit C: Organization's Responsibilities

Exhibit D: Maintenance, Inspection, Improvements, and Signage

These procedures, rules, and requirements are subject to revision from time to time by the CITY. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

C. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

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

3. REVOCATION

Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, may result in the immediate loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by CITY relating to ORGANIZATION's failure to adhere to the terms of this AGREEMENT.

4. LEGAL COMPLIANCE

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

5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

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

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

6. NOTICE

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

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

To ORGANIZATION: Metropolitan Little League
Attention: President, Blake Carter
11641 Florence Ave.
Santa Fe Springs, CA 90670

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

7. ATTORNEYS FEES

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

8. GOVERNING LAW

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

9. ASSIGNMENT

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

10. INSURANCE

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:

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

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
 - 1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
 - 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
 - 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-

insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.

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

ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

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

11. INDEMNIFICATION

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

12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

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

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

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 11 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

13. INDEPENDENT CONTRACTOR

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

14. ENTIRE AGREEMENT OF THE PARTIES

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

15. 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.

16. 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.

17. 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 ORGANIZATION 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).]

METROPOLITAN LITTLE LEAGUE

DocuSigned by:

By: C27424025DB0471...
(Signature)

Blake Carter

(Print Name)

President

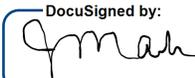
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By: _____
(Signature)

(Print Name)

(Title)

CITY OF SANTA FE SPRINGS

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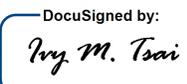
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Juanita Martin
Mayor

ATTEST:

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Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

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Ivy M. Tsai
City Attorney

EXHIBIT A – FACILITY USE PROCEDURES AND RULES

1. Permits for Athletic Fields are issued to the general public six (6) months prior to the allocation period. The allocation periods are as follows:
 - July-December: Permits issued in January of same year
 - January-June: Permits issued in July of previous year
2. The CITY recognizes that schedules may not be completed six (6) months in advance; therefore, it is the ORGANIZATION'S responsibility to inform the CITY of general use dates six (6) months in advance. (i.e., Sundays beginning in August through December).
3. The ORGANIZATION must then submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.
4. Business Days are considered Monday through Thursday, 9 a.m. to 8 p.m., and Friday, 9 a.m. to 5 p.m.
5. A Cancellation is defined as when a permit is issued for the field and the ORGANIZATION contacts the CITY informing them that the permit for a day is no longer needed. Cancellations must be made no less than seventy-two (72) hours in advance.
6. A Schedule Adjustment is defined as when a permit is issued, and the ORGANIZATION is requesting a longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.
7. A No-Show for Permit is defined as when a permit is issued and the ORGANIZATION fails to show, and organized games/practices are not held on the said field, and the ORGANIZATION 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 ORGANIZATION will be charged a penalty \$10 per field per day, to be billed monthly at the conclusion of the month and within 30 days.
8. The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
9. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.

10. The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.
11. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
12. For opening/closing day ceremonies, CITY will provide two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.
13. ORGANIZATION will have a one-time use of a City facility (subject to availability) for a fundraising event. Facility use fees for said facility and deposit will be waived. If the fundraising event will require alcohol, the event must be 21 years and older, and the security fees will be charged. The ORGANIZATION is responsible for the cost of any damage to the facility, and must comply with the policies of the facility. Reservations of facility may be made up to one (1) year in advance.
14. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised. ORGANIZATION will be responsible for maintenance of facilities. Additionally, ORGANIZATION will be responsible for the field prep fees.
15. Requests for Sunday use, except when fall season is regularly played on Sundays, which is outside of traditional use, must be made a minimum of two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
16. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
17. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
18. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
19. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.

20. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
21. No power vehicles/equipment other than City operated are permitted on the fields.
22. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
23. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

EXHIBIT B – FACILITY USE REQUIREMENTS

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

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit, penalty fees, or fees incurred from facility rentals) is due six (6) weeks after the commencement of the season.
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times (including team/coach name)
 - Game dates & times (including team names)
 - Meetings dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
 - Opening Day/Closing Ceremony dates & times
 - Picture dates & times
- G. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
 - Tournaments
 - All-star team practices or games
 - Special events (movie nights, trunk-or-treats, fundraising events)
- H. One copy of the Certificate of Insurance (\$2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.
- I. Semi-annual financial statement for periods ending June 30th and December 31st. (CITY may request additional documents in support of the financial statement.)
- J. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use (unless specified otherwise above). If the documents are not submitted in a timely fashion, CITY may withhold use of the Subject Facilities.

EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. ORGANIZATION is responsible for regulating the conduct of its board members, coaches, players, and parents while using the Subject Facilities.
- D. No power vehicles/equipment other than City operated are permitted on the field
- E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.
- G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.
- H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.

EXHIBIT D – MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

MAINTENANCE

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

INSPECTION

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

IMPROVEMENTS

- A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.
- B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.
- D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.
- E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

SIGNAGE

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from CITY. Such a request for approval shall be directed to the Parks & Recreation Services Division. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of CITY. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.



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: AMENDMENT NO.1 TO THE EXTENSION OF THE USE AGREEMENT WITH NORWALK SANTA FE SPRINGS SAINTS YOUTH FOOTBALL AND CHEER

DATE: February 17, 2026

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the extension of the use agreement with Norwalk Santa Fe Springs Saints Youth Football and Cheer
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact associated with approval of this amendment.

BACKGROUND

The City of Santa Fe Springs partners with local youth sports organizations to provide structured recreational opportunities that promote physical activity, teamwork, and positive youth development. The Norwalk Santa Fe Springs Saints Football and Cheer organization operates youth football and cheer programs and has utilized City athletic fields and facilities under a Use Agreement approved in 2023. Throughout the term of the agreement, the City and the organization have maintained a positive working partnership that supports safe, organized, and well-managed youth programming.

The original Use Agreement expired on January 31, 2026. In order to formalize continued use of City facilities and avoid disruption to scheduled programming, staff is recommending approval of an extension and amendment to the agreement.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 17, 2026
**AMENDMENT NO.1 TO THE EXTENSION OF THE USE AGREEMENT WITH
NORWALK SANTA FE SPRINGS SAINTS YOUTH FOOTBALL AND CHEER**

Page 2 of 2

ANALYSIS

The proposed action extends the term of the existing Use Agreement for an additional one-year period, retroactively commencing on February 1, 2026 and terminating on January 31, 2027, unless earlier terminated in accordance with the provisions of the agreement. This extension allows the Norwalk Santa Fe Springs Saints Football and Cheer organization to continue authorized use of designated City athletic fields and facilities without interruption.

The agreement will continue to permit use of Santa Fe Springs Athletic Fields, Lakeview Park, and limited areas within Little Lake Park for concession, multi-purpose room, and storage purposes. Facility use will remain non-exclusive and subject to City scheduling, availability, and established facility use procedures.

Except as expressly amended to extend the term, all other terms, conditions, obligations, and provisions of the existing Use Agreement will remain unchanged and in full force and effect. This includes the organization’s responsibilities related to supervision of participants, conduct of activities, field preparation, cleanup following use, and compliance with City rules and operational requirements.

ENVIRONMENTAL

N/A

DISCUSSION

Approval of this amendment supports the continued delivery of youth football and cheer programming while ensuring City facilities are managed responsibly and in accordance with established policies. Maintaining a formal agreement allows staff to effectively coordinate scheduling, preserve facility conditions, and ensure accountability.

SUMMARY/NEXT STEPS

Upon City Council approval, staff will finalize and execute the extension and amendment, allowing the Norwalk Santa Fe Springs Saints Football and Cheer organization to continue programming through January 31, 2027.

ATTACHMENT(S):

- A. Amendment No. 1 to Norwalk Saints Agreement

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



DEPARTMENT OF PARKS & RECREATION

2026

**FIRST AMENDMENT TO USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES
(Saints Youth Football and Cheer Sports Programing)**

This First Amendment (“First Amendment”) to that certain agreement entitled “Use Agreement for Athletic Fields & Facilities” dated January 24, 2023 (“Agreement”), is hereby entered into this 31st day of January, 2026 (“Effective Date”) by and between the CITY OF SANTA FE SPRINGS, a municipal corporation, hereinafter referred to as “CITY”), and NORWALK/SANTA FE SPRINGS SAINTS YOUTH FOOTBALL AND CHEER (hereinafter referred to as “ORGANIZATION”). This AGREEMENT shall take effect on the “EFFECTIVE DATE”. CITY and ORGANIZATION may be hereinafter individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on January 24, 2023, the CITY and ORGANIZATION entered into the Agreement (attached and incorporated hereto as Exhibit “A”) permitting ORGANIZATION’s use of certain CITY athletic fields and related facilities for football and cheer sports programing for the youth of the community, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the CITY and ORGANIZATION desire to extend the term of the Agreement for an additional one (1) year period to ensure continuity of programs and operations, and further desire to amend certain terms and conditions of the Agreement as set forth herein; and

WHEREAS, except as expressly modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, CITY and ORGANIZATION agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this First Amendment, in their entirety, by this reference.
2. **Extension of Term.** Section 1 (Term of Agreement) of the Agreement is hereby amended to extend the term of the Agreement for a period of one (1) year,

commencing on February 1, 2026, and remaining in effect through January 31, 2027, unless earlier terminated in accordance with the provisions of the Agreement.

3. **Waivers.** Section 3 (Revocation) of the Agreement is hereby amended to add the following:

No delay or omission by either Party in the exercise of any right or remedy set forth in this Agreement shall impair such right or remedy or be constructed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the Party's consent to or approval of any subsequent act. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

4. **Governing Law and Venue.** Section 8 (Governing Law) of the Agreement is hereby amended to add the following:

Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

5. **Insurance.** Section 10 (Insurance) of the Agreement is hereby deleted in its entirety and replaced with the following:

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:
 - i. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance which shall be written

on an occurrence form at least as broad as ISO CG 00 01, and include coverage for premises and operations, products and completed operations, independent contractors, vendors, personal injury, and contractual liability. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage. Coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the CITY, and shall contain a waiver of subrogation in favor of the CITY. Amendments to contractual liability are not permitted. There shall be no cross-liability exclusion for claims or suits by one insured against another.

- ii. Automobile Liability Insurance: Automobile Liability insurance covering owned, hired, non-owned, and rented vehicles, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits as required by the State of California, and Employer's Liability limits of not less than One Million Dollars (\$1,000,000) per accident, disease, or employee. Coverage shall include a waiver of subrogation endorsement in favor of the CITY and its officers, officials, employees, and volunteers.
- iv. Sexual Abuse and Molestation Coverage: ORGANIZATION shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.

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

E. ORGANIZATION agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.

- F. No liability insurance coverage provided to comply with this Agreement shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- G. All insurance coverage and limits provided by ORGANIZATION and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
- H. Umbrella or Excess Liability insurance may be used to meet the above-required liability limits.
- I. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- J. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- K. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, at its sole election. ORGANIZATION shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- L. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium or otherwise terminate this Agreement. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY's sole election.
- M. Certificate(s) are to reflect that the insurer will provide 30-days written notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require

its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “attempt” (as opposed to being required) to comply with the requirements of the certificate.

- N. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this Agreement and is written into each policy.
- O. ORGANIZATION agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
- P. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this Agreement to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.
- Q. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
- R. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- S. ORGANIZATION acknowledges and agrees that any actual or alleged

failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

- T. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
- U. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.
- V. Requirements of specific coverage features or limits contained in this Section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- W. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- X. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- Y. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or ORGANIZATION for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

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

6. **Indemnification.** Section 11 (Indemnification) of the Agreement is hereby amended to add the following:

ORGANIZATION waives any right of recovery against CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, officials, agents, employees and volunteers for indemnification, contribution, or declaratory relief arising from or relating in any way to ORGANIZATION'S use of the SUBJECT FACILITIES. Notwithstanding anything to the contrary in this Agreement, the obligations and responsibilities under this Section shall survive the expiration or termination of this Agreement.

7. **Independent Contractor.** Section 13 (Independent Contractor) is hereby deleted in its entirety and replaced with the following:

Neither the CITY nor its City Council, each member thereof, present and future, members of boards and commissions, its officers, officials, agents, employees or volunteers shall have any control over the manner, mode or means by which ORGANIZATION, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The CITY shall have no voice in the selection, discharge, supervision or control of ORGANIZATION's employees, subcontractors, servants, representatives, volunteers or agents, or in fixing their number, compensation or hours of service, except for the requirement that ORGANIZATION shall conduct background checks when any of their personnel will supervise or have direct contact with youth (under the age of 18) or vulnerable adults pursuant to Section 8 of this Agreement. ORGANIZATION expressly acknowledges and agrees it is acting as an independent contractor of the CITY and shall remain at all times as to the CITY a wholly independent contractor with only such obligations as are consistent with that role. ORGANIZATION shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the CITY. The CITY shall not in any way or for any purpose become or be deemed to be a partner of ORGANIZATION in its business or otherwise or a joint venture or a member of any joint enterprise with ORGANIZATION.

8. **Severability.** The Agreement is hereby amended to add an additional Section 18 (Severability) as follows:

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is

declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

9. **Criminal Background Checks.** Section E of Exhibit "C" (Organization's Responsibilities) to the Agreement is hereby amended to add the following:

ORGANIZATION shall complete LiveScan fingerprinting background checks on all ORGANIZATION personnel, including employees, subcontractors, and volunteers. When the activities involve participation by minors, ORGANIZATION shall not hire an employee, contractor, or volunteer with a history of criminal convictions as specified in California Public Resources Code Section 5164(a)(2). ORGANIZATION shall comply with all applicable state laws governing services provided by youth services organizations.

10. Except as expressly amended by this First Amendment, all other terms, conditions, obligations, and provisions of the Agreement shall remain unchanged and in full force and effect. This First Amendment shall be deemed a part of the Agreement and, together with the Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and therein.

11. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Agreement and no further.

12. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

13. This First Amendment shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue shall be in the Central District of California located in the City of Los Angeles, California.

14. The individuals executing this First Amendment and the instruments referenced herein on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind the Parties, respectively, to the terms and conditions hereof and thereof.

15. This First Amendment may be executed by the Parties in multiple counterpart originals, all of which together shall constitute a single Agreement.

16. The Parties agree that this First Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this First Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

CITY:

CITY OF SANTA FE SPRINGS

ORGANIZATION:

**NORWALK/SANTA FE SPRINGS
SAINTS YOUTH FOOTBALL AND
CHEER**

Joe Angel Zamora, Mayor

Babetta Almaraz, President

Date: _____

Date: _____

ATTEST

Maribel Garcia, City Clerk

APPROVED AS TO FORM

Rick Olivarez, City Attorney

Exhibit "A"

(Use Agreement for Athletic Fields & Facilities on Following Pages)



USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT is made and entered into this 24th day of January, 2023 (“Effective Date”), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as “CITY”) and NORWALK/SANTA FE SPRINGS SAINTS FOOTBALL AND CHEER, (hereinafter referred to as “ORGANIZATION”).

RECITALS:

- A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. It is the CITY's desire to partner with a youth sports non-profit organization that has an “Everyone Plays” philosophy where registration is open and non-exclusive to any youth in the community; and
- C. The goal and purpose of ORGANIZATION is to provide a football and cheerleading program to the youth of the community.
- D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through January 31, 2026, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to two additional one-year periods upon mutual agreement of the parties.

2. USE OF PREMISES

- A. CITY grants ORGANIZATION the right to use the following locations (“Subject Facilities”), subject to the terms and conditions of this Agreement:
 - Little Lake Park, located at 10900 Pioneer Boulevard, limited to the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining multi-purpose room and storage room.
 - Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs,

- The field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs.

B. Use of the Subject Facilities is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit A: Facility Use Procedures and Rules

Exhibit B: Facility Use Requirements

Exhibit C: Organization's Responsibilities

Exhibit D: Maintenance, Inspection, Improvements, and Signage

These procedures, rules, and requirements are subject to revision from time to time by the CITY. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

C. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

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

3. REVOCAATION

Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, may result in the immediate loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by CITY relating to ORGANIZATION's failure to adhere to the terms of this AGREEMENT.

4. LEGAL COMPLIANCE

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

5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

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

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

6. NOTICE

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

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

To ORGANIZATION: Norwalk/Santa Fe Springs Saints
Football and Cheer
Attention: President, Babetta Almarez
P.O. Box 2521
Santa Fe Springs, CA 90670

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

7. ATTORNEYS FEES

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

8. GOVERNING LAW

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

9. ASSIGNMENT

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

10. **INSURANCE**

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:

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

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
 - 1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
 - 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
 - 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-

insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.

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

ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

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

11. INDEMNIFICATION

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

12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

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

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

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 11 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

13. INDEPENDENT CONTRACTOR

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

14. ENTIRE AGREEMENT OF THE PARTIES

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

15. 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.

16. 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.

17. 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 ORGANIZATION 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).]

NORWALK AND SANTA FE SPRINGS SAINTS FOOTBALL AND CHEER

DocuSigned by:

By: _____
(Signature)
Babetta Almaraz

(Print Name)
President

(Title)

By: _____
(Signature)

(Print Name)

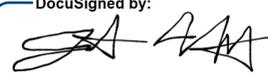
(Title)

CITY OF SANTA FE SPRINGS

DocuSigned by:

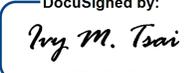

Juanita Martin
Mayor

ATTEST:

DocuSigned by:


Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:


Ivy M. Tsai
City Attorney

EXHIBIT A – FACILITY USE PROCEDURES AND RULES

1. Permits for Athletic Fields are issued to the general public six (6) months prior to the allocation period. The allocation periods are as follows:
 - July-December: Permits issued in January of same year
 - January-June: Permits issued in July of previous year
2. The CITY recognizes that schedules may not be completed six (6) months in advance; therefore, it is the ORGANIZATION'S responsibility to inform the CITY of general use dates six (6) months in advance. (i.e., Sundays beginning in August through December).
3. The ORGANIZATION must then submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.
4. Business Days are considered Monday through Thursday, 9 a.m. to 8 p.m., and Friday, 9 a.m. to 5 p.m.
5. A Cancellation is defined as when a permit is issued for the field and the ORGANIZATION contacts the CITY informing them that the permit for a day is no longer needed. Cancellations must be made no less than seventy-two (72) hours in advance.
6. A Schedule Adjustment is defined as when a permit is issued, and the ORGANIZATION is requesting a longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.
7. A No-Show for Permit is defined as when a permit is issued and the ORGANIZATION fails to show, and organized games/practices are not held on the said field, and the ORGANIZATION 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 ORGANIZATION will be charged a penalty \$10 per field per day, to be billed monthly at the conclusion of the month and within 30 days.
8. The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
9. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.

10. The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.
11. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
12. For opening/closing day ceremonies, CITY will provide two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.
13. ORGANIZATION will have a one-time use of a City facility (subject to availability) for a fundraising event. Facility use fees for said facility and deposit will be waived. If the fundraising event will require alcohol, the event must be 21 years and older, and the security fees will be charged. The ORGANIZATION is responsible for the cost of any damage to the facility, and must comply with the policies of the facility. Reservations of facility may be made up to one (1) year in advance.
14. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised. ORGANIZATION will be responsible for maintenance of facilities. Additionally, ORGANIZATION will be responsible for the field prep fees.
15. Requests for Sunday use, except when fall season is regularly played on Sundays, which is outside of traditional use, must be made a minimum of two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
16. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
17. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
18. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
19. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.

20. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
21. No power vehicles/equipment other than City operated are permitted on the fields.
22. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
23. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

EXHIBIT B – FACILITY USE REQUIREMENTS

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

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit, penalty fees, or fees incurred from facility rentals) is due six (6) weeks after the commencement of the season.
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times (including team/coach name)
 - Game dates & times (including team names)
 - Meetings dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
 - Opening Day/Closing Ceremony dates & times
 - Picture dates & times
- G. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
 - Tournaments
 - All-star team practices or games
 - Special events (movie nights, trunk-or-treats, fundraising events)
- H. One copy of the Certificate of Insurance (\$2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.
- I. Semi-annual financial statement for periods ending June 30th and December 31st. (CITY may request additional documents in support of the financial statement.)
- J. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use (unless specified otherwise above). If the documents are not submitted in a timely fashion, CITY may withhold use of the Subject Facilities.

EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. ORGANIZATION is responsible for regulating the conduct of its board members, coaches, players, and parents while using the Subject Facilities.
- D. No power vehicles/equipment other than City operated are permitted on the field
- E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.
- G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.
- H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.

EXHIBIT D – MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

MAINTENANCE

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

INSPECTION

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

IMPROVEMENTS

- A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.
- B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.
- D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.
- E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

SIGNAGE

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from CITY. Such a request for approval shall be directed to the Parks & Recreation Services Division. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of CITY. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.