

AGENDA

FOR THE REGULAR MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

DECEMBER 8, 2011
6:00 P.M.

Joseph D. Serrano, Sr., Mayor
William K. Rounds, Mayor Pro Tem
Luis M. González, Councilmember
Richard J. Moore, Councilmember
Juanita A. Trujillo, Councilmember

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

Luis M. González, Commissioner/Councilmember
Richard J. Moore, Commissioner/Councilmember
Juanita A. Trujillo, Commissioner/Councilmember
William K. Rounds, Vice-Chairperson/Mayor Pro Tem
Joseph D. Serrano, Sr., Chairperson/Mayor

COMMUNITY DEVELOPMENT COMMISSION

3. **REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

4. **CONSENT AGENDA**

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

Approval of Minutes

A. Regular Community Development Commission Meeting of November 10, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

5. Development Plan Approval Case No. 875 and Modification Permit Case No. 1222 A request for approval to construct a 223,091 sq ft concrete tilt-up (spec) building and appurtenant improvement, and to reserve and not stripe all of the required number of off-street parking spaces, on two lots (APN 8169-004-049 and APN 8169-004-050) with a combined area of 9.915 acres, located at 8201 Sorensen Avenue, within the Washington Boulevard Redevelopment Project Area, as amended. (ProLogis)

Recommendation: That the Community Development Commission take the following actions: 1) Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; 2) Find that the applicant's request meets the criteria set forth in Sections 155.695 of the City Zoning Regulations for the granting of a Modification; 3) Find that the applicant's request meets the criteria set forth in Section-§155.739 of the Zoning Regulations, for the granting of Development Plan Approval; 3) Find that approval of DPA Case No. 875 and Modification Permit No. 1222 is pursuant to and in furtherance of the Redevelopment Plan for the Washington Boulevard Redevelopment Project Area, as Amended and is within the scope of the Draft Subsequent EIR and Final Subsequent EIR which was prepared for Proposed

Amendment No. 2 to the Washington Boulevard Redevelopment Project Area, and that no new significant effects could occur or no new mitigation measures or environmental document would be required; and 4) Approve DPA Case No. 875 and MOD 1222, subject to the conditions of approval as contained within the Staff Report.

CITY COUNCIL

6. CONSENT AGENDA

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

Approval Minutes

- A. Regular City Council Meeting of November 10, 2011

Recommendation: That the City Council approve the minutes as submitted.

ORDINANCE FOR PASSAGE

- 7. Urgency Ordinance No. 1028 - Authorization to Amend the Contract between the City of Santa Fe Springs and CalPERS Requiring Employee Cost Sharing of Pension Cost**

Recommendation: That the City Council adopt Urgency Ordinance No. 1028 authorizing an amendment to the Contract between the City Council of the City of Santa Fe Springs and the CalPERS Board of Administration to require employees to share in the City cost of providing the pension plan.

NEW BUSINESS

- 8. New Contract for Integrated Library System with OCLC Web-Scale Management Services**

Recommendation: That the City Council authorize the City Manager to enter into an agreement with Online Computer Library System (OCLC) for an Integrated Library System (ILS).

- 9. Solid Waste Collection Rate Adjustments**

Recommendation: That the City Council approve the changes to the attached 1) Commercial & Industrial Solid Waste Collection Rate Schedule, which reflect a 2.8% CPI increase and an increase in the Overweight Limit from \$60/ton to \$100/ton; and, 2) That these changes go into effect January 1, 2012.

- 10. Authorization to Issue Request for Bids for the Replacement of Heating and Air Conditioning Units at Various Facilities**

Recommendation: That the City Council authorize the Director of Public Works to issue a Request for Bids for the replacement of heating and air conditioning units at various City facilities.

11. Authorization to Advertise the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park

Recommendation: That the City Council: 1) Approve specifications for the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park; and 2) Authorize the City Engineer to advertise for construction bids for the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park.

12. Approve Agreement with City of Norwalk for Traffic Signal Maintenance at Shoemaker Avenue and Excelsior Drive

Recommendation: That the City Council take the following actions: 1) Approve Agreement with the City of Norwalk for Traffic Signal Maintenance at Shoemaker Avenue and Excelsior Drive; and 2) Authorize the City Manager to execute Agreement.

13. Reappointment of City Representatives to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Recommendation: That the City Council reappoint the Director of Public Works to serve as the governing board representative and the Utility Services Manager as the alternate representative for the City of Santa Fe Springs to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

14. Resolution No. 9353 - Approval of the Sale of Pension Obligation Bonds to Refinance the Outstanding Side Fund Obligation of the City to the California Public Employees' Retirement System (CalPERS)

Recommendation: That the City Council adopt Resolution No. 9353 authorizing the issuance of pension obligation bonds to refinance the outstanding Side Fund obligation of the City to CalPERS, approve the forms of and authorizing the execution and delivery of an Indenture and a letter agreement for purchase; and directing the filing of a Judicial Validation Action.

15. **CLOSED SESSION**
CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One case: (Indian Harbor subrogation matter)

Please note: Item Nos. 16 – 26 will commence in the 7:00 p.m. hour.

16. **INVOCATION**

17. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

18. Representatives from the Youth Leadership Committee

19. Representatives from the Chamber of Commerce

20. **ANNOUNCEMENTS**

PRESENTATIONS

21. Las Posadas at Heritage Park

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

23. Appointment of City Trustee to the Greater Los Angeles County Vector Control District

Recommendation: That the City Council appoint a Trustee to the Greater Los Angeles County Vector Control District to serve as the City's representative.

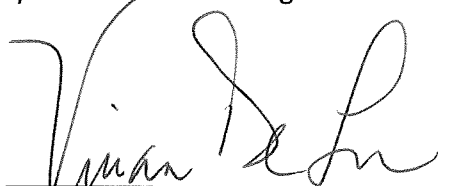
24. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

25. **EXECUTIVE TEAM REPORTS**

26. **ADJOURNMENT**

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



Vivian De León
Deputy City Clerk

12/2/11
Date

**MINUTES FOR THE REGULAR MEETINGS OF THE
CITY OF SANTA FE SPRINGS
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

NOVEMBER 10, 2011

1. CALL TO ORDER

Mayor Serrano called the Regular Community Development Commission and City Council meetings to order at 6:05 p.m.

2. ROLL CALL

Present: Commissioners/Councilmembers González, Moore, Trujillo, Vice Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Noe Negrete, Assistant Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Ryan Williams, Fire Division Chief; Anita Jimenez, Deputy City Clerk

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

Thaddeus McCormack reported that the State Supreme Court began hearing the lawsuit regarding the ban on Redevelopment Agencies. The Court should make a decision regarding development agencies by January 15, 2012.

Paul Ashworth reported that 72 of the 96 Comstock homes in the Villages have sold and 5 more are in escrow. Comstock plans to initiate additional construction in the spring. Of the Far West homes, 12 have sold and 2 are in escrow. Currently, half of the 60 planned Far West homes have been built. The remaining homes should be completed by September 2012. Building Permit activity is right on track with FY 2011-12 projections.

4. CONSENT AGENDA

Approval of Minutes

A. October 13, 2011 Regular Community Development Commission Meeting

Recommendation: That the Community Development Commission approve the minutes as submitted.

Commissioner González moved the approval of Item 4A; Commissioner Trujillo seconded the motion, which carried unanimously.

CITY COUNCIL

5. CONSENT AGENDA

Approval Minutes

- A. October 13, 2011 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

- B. Councilmember Trujillo's Attendance at the 2011 California Joint Powers Insurance Authority Conference

Recommendation: That the City Council receive and file the reports.

Mayor Pro Tem Rounds moved the approval of Items 5A and B; Councilmember Moore seconded the motion which carried unanimously.

NEW BUSINESS

6. Resolution No. 9351 – PERS Contract Amendment

Recommendation: That the City Council adopt Resolution No. 9351 that gives notice of its intention to amend the CalPERS contract.

Councilmember Moore moved the approval of Item 6; Councilmember Trujillo seconded the motion which carried unanimously.

7. Amendment No. 1 to Utility Agreement No. 7UA-11565 with the State Department of Transportation for the Interstate 5 Widening and Carmenita Road Overpass

Recommendation: That the City Council: (1) Approve Amendment No. 1 to Utility Agreement No. 7UA-11565 with the State Department of Transportation to Modify the Contract Amount; and (2) Authorize the Director of Public Works to execute Amendment No. 1 to the Contract.

Mayor Pro Tem Rounds moved the approval of Item 7; Councilmember Moore seconded the motion which carried unanimously.

8. Reimbursement of Costs Incurred by Chevron U.S.A. Inc. in Conjunction with the Valley View Avenue Grade Separation Project

Recommendation: That the City Council authorize payment to Chevron U.S.A. in the amount of \$99,242.21 for work completed pursuant to the approved Utility Agreement in conjunction with the Valley View Avenue Grade Separation Project.

Councilmember González moved the approval of Item 8; Councilmember Trujillo seconded the motion which carried unanimously.

9. **CLOSED SESSION**
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Assessor's Parcel Nos. 8157-026-900

Agency Negotiators: City Manager, Executive Director, CDC Attorney

Negotiating Parties: Agency Negotiators and Property Owner

Under Negotiation: Price

Mayor Serrano recessed the meetings at 6:09 p.m. for the Closed Session.

The City Manager announced to the audience that there would be a brief ceremony at the Veteran's Fountain just prior to the 7:00 p.m. session.

Mayor Serrano reconvened the meetings at 7:11 p.m.

10. **INVOCATION**

The Invocation was given by Councilmember Moore.

11. **PLEDGE OF ALLEGIANCE**

VFW Post 9148 presented the colors. The Pledge of Allegiance was led by members of the Youth Leadership Committee.

INTRODUCTIONS

12. Members from the Youth Leadership Committee introduced themselves.

13. Mayor Serrano introduced Chamber Representatives Dan Stepanian of CR&R Waste and Recycling, and Wendy Meador of Tangram Interiors.

Mayor Serrano announced that Councilmember Trujillo's birthday was November 6. The audience sang *Happy Birthday* and cake was served in honor of the occasion.

14. **NEW BUSINESS**

Administration of Oath of Office to Re-Appointed City Councilmembers

The Deputy City Clerk reviewed the events leading up to the re-appointment of the Councilmembers after which Mayor Pro Tem Rounds took the Oath of Office. Mayor Pro Tem Rounds thanked his supporters who helped elect him to office initially and for their continued support. He thanked former Councilmember Betty Putnam for encouraging him to run for office and expressed his appreciation for having had the pleasure of working with both Betty and former Councilmember Gus Velasco. He also thanked his wife, Jennifer, and his family for their support and presented them with bouquets.

Mayor Serrano took the Oath of Office and thanked his family and friends for their support. He presented flowers to his wife, Virginia, and presents to his four grandchildren.

PRESENTATIONS

15. Assemblymember Tony Mendoza

Mayor Serrano introduced Assemblymember Tony Mendoza who congratulated the re-appointed Councilmembers and gave an update of recent and pending legislative actions

concerning Santa Fe Springs and surrounding areas.

Councilmember González thanked Assemblymember Mendoza for his support of redevelopment agencies. Councilmember González stated that Assemblymember Mendoza was one of only two Democrats who voted against the State abolishing redevelopment agencies, which was an unpopular decision that has had lasting consequences for Assemblymember Mendoza. The City Manager also expressed his appreciation for the Assemblymember's support on this very important issue for cities.

16. Southern California Edison 125th Anniversary

Mayor Serrano introduced Sylvia Southerland of Southern California Edison. Ms. Southerland presented the Council with a proclamation which thanked the City for their continued support of the company.

17. Introduction of Citizenship Award Winners

Mayor Serrano introduced Michael Aguilar, Chairperson of the Chamber's Citizen of the Year Award Committee. Mr. Aguilar introduced the Residential Citizens of the Year – Gilbert and Janie Aguirre, and the Industrial Citizen of the Year – Paul Hess of Penta Pacific Properties.

18. Proclaiming November 15, 2011, as "America Recycles Day in Santa Fe Springs"

Program Assistant Aimee Espinoza invited residents to participate in the Reusable Bag Exchange scheduled on November 15 at Jax Market. This event, along with others in surrounding cities, is designed to raise awareness about the benefits of recycling and purchasing products made from recycled materials. Mayor Serrano presented the proclamation to the Santa Fe High School Environmental Club.

19. ANNOUNCEMENTS

Mayor Serrano called on Maricela Balderas for community announcements.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

21. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 8:01 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 8:02 p.m.

22. EXECUTIVE TEAM REPORTS

Principal Planner Wayne Morrell gave an update on items relating to the I-5 Freeway expansion. He announced that two new restaurants were locating in the City: Chipotle and Menchie's.

Program Coordinator Rick Brown gave an update on the success of the new parenting classes offered through the Youth Intervention Program.

Jose Gomez reported that the City was faring well in the final stages of its audit.

Maricela Balderas reported that Community Services had done a great job with the Haunted

House and Halloween Carnival.

Thaddeus McCormack congratulated the re-appointed Councilmembers.

Councilmember Trujillo congratulated the re-appointed Councilmembers. She also congratulated the Recreation staff for the great job on the Halloween programs and Rick Brown and Paul Brascia for their success with the parenting classes.

Councilmember González congratulated the newly-elected school board members: Lynn Berg, Richard Martinez, and first-time candidate Janet Rock for her election. He also reported that the Council Goal Setting session was very productive. He stated that this Council works very well together and is heading in the right direction. Councilmember González also congratulated the Mayor Serrano and Mayor Pro Tem Rounds on their re-appointments.

Councilmember Moore congratulated the newly re-elected school board members Lynn Berg and Richard Martinez and first-time candidate Janet Rock for her election. He thanked staff for the recent excellent programs: Sugar Skulls at Heritage Park, Red Ribbon Parade, Cesar Chavez Reading Garden Dedication, and the Pow Wow at Heritage Park. He especially commended Supervisor JoAnn Madrid and Program Coordinator Mary Tavera for their work at the Pow Wow.

Mayor Serrano congratulated the newly re-elected school board members and thanked them for their past leadership, citing recent awards won by the schools in Santa Fe Springs. Mayor Serrano acknowledged Whittier City Councilmember Greg Nordbak.

27. ADJOURNMENT

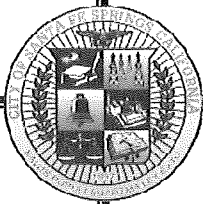
At 8:20 p.m., Mayor Serrano adjourned the meeting in memory of Tom Buzzo's daughter-in-law.

ATTEST:

Joseph D. Serrano, Sr.
Mayor

Anita Jimenez, Deputy City Clerk

Date



NEW BUSINESS

Development Plan Approval Case No. 875 and Modification Permit Case No. 1222

A request for approval to construct a 223,091 sq ft concrete tilt-up (spec) building and appurtenant improvement, and to reserve and not stripe all of the required number of off-street parking spaces, on two lots (APN 8169-004-049 and APN 8169-004-050) with a combined area of 9.915 acres, located at 8201 Sorensen Avenue, within the Washington Boulevard Redevelopment Project Area, as amended. (ProLogis)

RECOMMENDATIONS

That the Community Development Commission take the following actions:

1. Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan.
2. Find that the applicant's request meets the criteria set forth in Sections 155.695 of the City Zoning Regulations for the granting of a Modification.
3. Find that the applicant's request meets the criteria set forth in Section -§155.739 of the Zoning Regulations, for the granting of Development Plan Approval.
4. Find that approval of DPA Case No. 875 and Modification Permit No. 1222 is pursuant to and in furtherance of the Redevelopment Plan for the Washington Boulevard Redevelopment Project Area, as Amended and is within the scope of the Draft Subsequent EIR and Final Subsequent EIR which was prepared for Proposed Amendment No. 2 to the Washington Boulevard Redevelopment Project Area, and that no new significant effects could occur or no new mitigation measures or environmental document would be required.
5. Approve DPA Case No. 875 and MOD 1222, subject to the conditions of approval as contained within the Staff Report.

BACKGROUND/DESCRIPTION OF REQUEST

The property consists of two lots and is located at 8201 Sorensen Avenue, south of Washington Boulevard, north of Wakeman Street. The total area encompassed by the two lots is 9.915 acres: APN 8169-004-049 (8.476 acres) and APN 8169-004-050 (1.439± acres). The lots with APN 8169-004-049 and APN 8169-004-050 both have addresses of 8201 Sorensen Avenue. According to the Los Angeles County Assessor, the property is improved with two buildings: one of 4,950 sq ft that was constructed in 1965 and the other of 11,024 sq ft, and constructed in 1980. The property is zoned M-2, Heavy Manufacturing and recently became part of the Washington Boulevard Redevelopment Project Area with the adoption of Amendment No. 2 to the Washington Boulevard Redevelopment Project Area. The property is commonly referred to as the "Hood Site" because the Hood Corporation, a general contractor specializing in pipeline construction and paving and local reconstruction, occupied the site from 1966 until sometime in 2004.

Location Aerial



Dennis Scott of RGA (Office of Architectural Design) is requesting Development Plan Approval (DPA) to construct a 223,091 sq ft concrete tilt-up (spec) building and appurtenant improvement on the subject property. Because the property currently consists of two lots and the proposed 223,091 sq ft concrete tilt-up (spec) building, when constructed, will be constructed straddling the existing property lines, a parcel map is required to consolidate the two parcels as one.

As a result, concurrent with DPA 875, is **Tentative Parcel Map No. 71775**: A request to consolidate the two lots, (APN 8169-004-050 of 1.439 acres, and APN 8169-004-049 of 8.476 acres), into one parcel of 9.915 acres. The purpose of the subdivision is to eliminate the property line issue and to facilitate the construction and eventual disposition of the 223,091 sq ft (spec) concrete tilt-up building.

Note: Tentative Parcel Map No. 71775 was approved by the Planning Commission at its respective meeting of November 28, 2011. At a future date, the Final Map will be presented to the City Council for approval.

Also concurrent with DPA 875 is: **Modification Permit Case No. 1222**: A request to reserve and not provide (stripe) all of the required number of off-street parking spaces. The Santa Fe Springs Zoning Regulations require that the proposed 223,091 sq. ft. building provide a minimum of 311 off-street parking spaces. The Applicant is proposing 313 parking spaces; however, only 198 of the 313 are proposed to be initially striped. The remaining 175 spaces will be striped in the future, at the discretion of the Director of Planning and Development or his designee.

To this end, the Applicant is proposing two parking plans: Parking Plan A (Sheet A-1P – Conceptual Site Plan) is a more realistic view of how the property will be used initially, especially given the size of the building, the number of truck-loading doors, and the most likely user of the building. This plan shows striped parking for 60 truck trailers. Upon construction of the building, the parking stalls will be striped as shown.

Parking plan B (Sheet A1-2P Future Parking Site Plan) depicts 313 off-street parking spaces, which exceeds by two spaces, the required amount of off-street parking spaces per Code. It should be noted that this plan will be implemented at the discretion of the Director of Planning and Development or his designee.

The item is before the Commission because the proposed development is located within the Washington Boulevard Redevelopment Project Area and requires Development Plan Approval from both the Planning Commission and Community Development Commission. This is to assure that proper attention is given to the siting of new structures or additions or alterations to existing structures, particularly in regard to unsightly and undesirable appearance, which would have an adverse effect on surrounding properties and the community in general.

DEVELOPMENT PROPOSAL

Conceptual Site Plan (Sheet A1-1P): According to the site plan, a single concrete tilt-up building of 223,091 sq ft is proposed. Excluding the pop-out area of one of the offices, the building measures 330'-0" X 670'-0" and occupies 51.66% of the property. The plan also shows the outline of two existing buildings that will be demolished. Although the property has frontage on both Sorensen Avenue and Washington Boulevard, the building's only visible frontage is on Sorensen Avenue. From Sorensen Avenue, the building's setback, at its shortest distance is 38.6' and at its furthest distance, 44.15.' A bioswale is depicted within the landscape area, between the exterior wall of the building and the Sorensen Avenue street frontage. All the loading dock doors are on the north side of the building and are screened by the office area of the building and a 14' high concrete tilt-up screen wall. Parking is on the north, south and west sides of the building. The parking between the yard and the northerly property line is striped for truck trailer parking. The office areas are at the building's northeast corner, along Sorensen Avenue and at the northwest corner of the building. This plan depicts 198 parking spaces, 60 of which are designated for truck trailer parking.

Future Parking Site Plan (Sheet A1-2P): The site plan is similar to the conceptual site plan, except that the area designed for trailer parking has been replaced with regular and compact parking spaces. Additionally, parking is shown adjacent to and in front of the future second-story office area, at the northwest corner of the building. This plan depicts 313 parking spaces and does not include truck trailer parking.

Parking Summary: The applicant is proposing two parking plans: Plan A (Sheet A1-1P Conceptual Site Plan) and Plan B (Sheet A1-2P Future Parking Plan). Plan A, shown as solid lines, will be striped when the building is constructed and will consist of 198 spaces. Plan B will be provided as needed in the future and will consist of 313 striped spaces. To achieve this, seven truck doors will be infilled and the area colored and textured to match the building's exterior. Of the 313 parking spaces shown, 175 (56%) are future spaces (Plan B). A breakdown of the 313 spaces is as follows:

Parking Summary

Number of Standard/Compact/Accessible Stalls Initially Striped	Standard	104 stalls
	Compact (9%)	28 stalls
	Accessible	6
(Subtotal)		138
Additional	Truck Trailer Parking	60
Total Initial:		198

Parking Summary

Number of Future Stalls To be Striped in Future at discretion of the Director Of Planning and Development or designee	Future Accessible	2 stalls
	Future standard	128 stalls
	Future Compact	45 stalls
Total		175

Per City Code, the required number of parking spaces is 311. The Applicant, however, is providing 313 off-street parking spaces.

Floor Plan (Sheet A2-1P): The floor plan shows a building divisible into office, manufacturing and warehouse space. According to the project data (Sheet A1-1P), 33,626 sq ft is designated for offices and 190,550 sq ft is designated for warehouse/manufacturing. The proposed office area matches the maximum allowing office area allowed per Code: 15% of gross floor area or 33,626 sq ft.

Elevations (Sheet A3-1P): The architectural elevations submitted for the proposed industrial building depict a contemporary and attractive design. The earth tone color scheme is comprised of a 10' high tan base with a warm white main color above, and a light tan parapet color on top, establishing a distinguishable base, middle, and top to the structure. Vertical reveals, glazing and pop-out elements are introduced at intervals to segment the building into smaller lengths along the street frontage and south elevation. Additional articulation is provided along the Sorensen Avenue frontage, consisting of glazing on two levels and articulated corners with increased parapet heights, step backs in the vertical plane, and recessed ground floor glazing at the building entrance to form strong shadow lines. Mechanical units are screened from public view with the building parapet.

Landscaping: Except for the areas designated for driveways and walkways, landscaping is proposed along the entire area between the front property line along Sorensen Avenue and the wall of the building. The landscaped areas include meandering sidewalks and a bioswale along the Sorensen Avenue street frontage. Additional landscaping is distributed along the north, between the north wall of the building, excluding the parking and driveway areas, and the northerly property line. Landscaping is also distributed along the southerly property line, and along the southerly and westerly perimeter of the building. The plans show that 11,850 sq ft of landscaping is required; however, 31,468 sq ft of landscaping is proposed.

Truck loading doors: The loading doors are located along the northerly wall of the building. Thirty-three doors are proposed. A 14'-high concrete tilt-up wall is proposed to screen the loading area.

Driveway: Two radius-type driveways will provide access to the site from Sorensen Avenue. The widths of the driveways are 35' and 26' respectively.

Gates/Fences/Walls: A 14' high concrete tilt-up screen wall is proposed to screen the loading area. The screen wall has an 8'-high steel picket gate that will be equipped with a Knox box. Along the perimeter of the property, 8'-high, painted steel picket fence and 8' high chain link fence will be installed. The picket fence will be installed along the property lines closest to the street while the chain link will be installed further back on the property.

Trash Enclosure: A 1,270 sq ft trash enclosure is proposed along the northerly property line, behind the 14'-high concrete tilt-up screen wall. It will be painted to match the color of the building. The Code requires a trash enclosure of 1,216 sq ft.

Other:

Transformers: A transformer is proposed within the landscape area in front of the most southerly portion of the 14'-high concrete tilt-up screen wall.

Bike Racks: Bike racks are proposed next to the entry of the northerly office area.

DEVELOPMENT PLAN APPROVAL - COMMISSION'S CONSIDERATION.

Pursuant to Section -§ 155.739 of the Zoning Regulations, in studying any application for development plan approval, the Commission shall give consideration to the following:

- (A) That the proposed development is in conformance with the overall objectives of this chapter.

Findings:

The proposed project is located within the M-2, Heavy Manufacturing, Zone. Pursuant to Section -§ 155.240 of the Zoning Regulations "The purpose of the M-2 Zone is to preserve the lands of the city appropriate for heavy industrial uses, to protect these lands from intrusion by dwellings and inharmonious commercial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, wholesome and aesthetically pleasant industrial district, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations and pride on the part of all citizens of the community and to provide proper safeguards and appropriate transition for surrounding land uses."

The proposed development is consistent with the purpose of the M-2 Zone in the following manner:

1. The land is appropriate for industrial uses based on its zoning, M-2, Heavy Manufacturing and its General Plan Land Use designation of Industrial.
 2. Since the proposed development (a concrete tilt-up industrial building) is industrial, rather than residential or commercial in nature, the land is being preserved for industrial uses.
 3. If the property is improved, for example by demolishing old buildings and construction a new building, the assessed value of the property is likely to change, leading to an increase in property values. Simply put, any improvement to a property may affect the assessed value and, by association, the property value.
 4. The construction of a new concrete tilt-up spec building provides an opportunity to attract and encourage potential new businesses to the City.
- (B) That the architectural design of the proposed structures is such that it will enhance the general appearance of the area and be in harmony with the intent of this chapter.

Findings:

The new buildings will represent a significant enhancement in the appearance of the Site, which is improved with two buildings: one of 4,950 sq ft that was constructed in 1965 and the other of 11,024 sq ft, and constructed in 1980. The properties to the north are developed with a trailer park and several buildings. The trailer park was developed in 1948 and the other buildings were developed at various times ranging from 1948 to 1970. The buildings to the south were developed between 1974 and 1977. The buildings to the east were developed between 1962 and 1974, and the buildings to the west were developed between 1942 and 1964.

Compared to the architecture of the surrounding buildings, the architectural elevations for the proposed building is contemporary and attractive in design. Elements used to achieve this look are: an earth tone color scheme, vertical reveals, glazing and pop-out elements, articulated corners with increased parapet heights, and recessed ground floor glazing at the building entrance to form strong shadow lines.

- (C) That the proposed structures be considered on the basis of their suitability for their intended purpose and on the appropriate use of materials and on the principles of proportion and harmony of the various elements of the buildings or structures.

Findings:

The proposed building have been designed to serve as a functional warehouse distribution facilities, which use is allowed in the M-2 zones. The proposed building will contain a warehouse component as well as office facilities. Furthermore, the design of the new building represents both an extremely efficient use of space (by locating the truck loading doors on the north side of the buildings, and designing the buildings with a 120' truck maneuvering yard area) and high quality architectural design (demonstrated by the varying height of the building, the incorporation of articulated corners with increased parapet heights, recessed ground floor glazing at the building entrance to form strong shadow, and use of tasteful and distinctive colors and finishes). These architectural design elements break up the mass of the building, and present an attractive, distinctive façade to visitors as well as those traveling along Sorensen Avenue. Therefore, as designed, the new building is completely suitable for all of its intended uses, and the distinctive design of the building represents the architectural principles of proportion and harmony.

- (D) That consideration be given to landscaping, fencing and other elements of the proposed development to ensure that the entire development is in harmony with the objectives of this chapter.

Findings:

As previously noted, the entire area between the front property line and the wall of the building along Sorensen Avenue is extensively landscaped, except for the areas designated for driveways. The landscaped areas include a bioswale, and meandering sidewalk on Sorensen Avenue. Additional landscaping is distributed along the north, south and west property lines, along the perimeter of the buildings and within portions of the parking lot area. Fencing towards the front of the property consists of steel picket fence. Chain-link fence is limited to the area towards the rear of the property.

Although the truck loading areas are located on the north side of the building, and away from public view, the truck yard area is further screened by 14'-0" tall concrete screen walls. The architect revised the architectural design of the building to include variation in the building's height, additional glazing, and pop-outs along the south elevation. As a result, the currently proposed building presents a distinctive, high quality appearance for visitors to the site, as well as to members of the public traveling along Sorensen Avenue. Extensive consideration has been given to numerous elements of the proposed project to achieve harmony with the City's zoning regulations.

- (E) That it is not the intent of this subchapter to require any particular style or type of architecture other than that necessary to harmonize with the general area.

A specific architectural design was not imposed on the architect by Staff; rather, through meetings with the architect, the elevations were revised to enhance the appearance of the building, especially the elevations that would be visible from the street. Staff's goal was to depict a contemporary and attractive building. Since a large number of the surrounding buildings were constructed decades ago, and as result are not contemporary in design, the architecture of the proposed building, by design, intentionally does not harmonize with the architecture of the buildings in the general area.

- (F) That it is not the intent of this subchapter to interfere with architectural design except to the extent necessary to achieve the overall objectives of this chapter.

See response (E) above.

The City of Santa Fe Springs has adopted a general plan to provide an overall direction for the future development of the City. The general plan's land use element describes the general location, distribution, and various types of land uses found within the City, and sets forth goals and policies for future development in the City. The land use element designates the site as "Industrial" and states that the City's development standards for industrially zoned property should "create and protect property values, foster an efficient, wholesome and aesthetically pleasant industrial district, attract and encourage the location of desirable industrial plants, and provide proper safeguards and land uses while emphasizing managed and reasonable growth." The proposed project conforms to the land use element's requirements, and directly supports several important goals and policies of the general plan, as more fully described below.

Land Use Element Goal 5: Provide an environment to stimulate local employment, community spirit, property values, community stability, the tax base, and the viability of local business.

The proposed building, as a result of consolidating the two lots into one parcel, would allow the newly created parcels and newly constructed buildings to be sold. The benefits of ownership include property value appreciation, tax benefits, realization of residual value of tenant improvements costs, and with continued occupancy, ownership becomes less expansive each year on an annual cash basis.

Land Use Element Goal 9.1 (a): Consideration of providing an adequate tax base from property tax or sales tax income.

According to Los Angeles County Office of the Assessor, the current tax on the property is \$48,000±. When the existing buildings are demolished and the new, larger building is constructed, the assessed value of the property will increase.

Land Use Element Goal 9.4: Encourage the grouping of adjoining small or odd shaped parcels in order to create more viable development.

By processing a parcel map, the two parcels are joined, and thus allowing the construction of a new building.

STAFF REMARKS

Based on the findings set forth in the staff report, Staff find that the applicant's request meets the criteria set forth in Section -§ 155.739 of the Zoning Regulations, for the granting of Development Plan Approval.

MODIFICATION PERMIT CASE NO. 1222

The applicant is requesting a modification of property development standards to reserve and not initially provide (stripe) all of the required number of off-street parking spaces.

MODIFICATION PERMIT-REQUIRED SHOWING BY APPLICANT IN RESIDENTIAL ZONES.

Pursuant to Section 155.695 of the Zoning Regulations, before any modification shall be granted, the Commission shall satisfy itself that the applicant has shown that all of the following conditions apply:

1. That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.

The following table (Table 1) shows that the Planning Commission has granted similar modification requests in the past. Granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.

Table II

MOD 1216	10810-10900 Painter Avenue	November 2010
MOD 1144	13539 Freeway Drive	September 2003
MOD 1143	10135 Painter Avenue	August 2003
MOD 1086	12103 Burke Street	September 1988
MOD 1085	11651 Greenstone Avenue	September 1998
MOD 1153	12680-12686 Corral Place	August 2004

2. That the subject property cannot be used in a reasonable manner under the existing regulations.

It is possible to adhere to the Code requirement of 311 parking spaces as shown on Sheet A1-2P (Future Parking Site Plan). According to the Applicant, however, the parking ratio in the Zoning Code is geared for a manufacturing use. The likely tenant/user of the building would be for distribution which would not operate with as many employees as a manufacturing use; therefore, if all stall were initially striped, valuable yard area would be consumed by unused stalls, and not be available for truck maneuvering and parking operations.

3. That the hardship involved is due to unusual or unique circumstances.

See response 2, above.

4. That the modifications, if granted, would not be detrimental to other persons or properties in the area, nor be detrimental to the community in general.

The Planning Commission has granted similar modification requests in the past. Moreover, if required, the Applicant can stripe the site to provide 313 parking spaces, which is two additional parking space beyond that required per Code. It is also highly improbable that a future tenant would require 311 parking spaces. Based on these factors, Staff believes that the modification, if granted, would not be detrimental to other persons or properties in the area, nor be detrimental to the community in general.

STAFF REMARKS

Based on the findings set forth in the staff report, Staff finds that the applicant's request meets the criteria set forth in Sections 155.695 of the City Zoning Regulations for the granting of a Modification.

Staff, therefore, finds that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan, and is therefore, recommending approval of DPA Case No. 875 and MOD 1222, subject to the conditions of approval as contained within the staff report.

STREETS AND HIGHWAYS

The subject lots are located at 8201 Sorensen Avenue. Within the Circulation Element of the City's General Plan, Sorensen Avenue is classified as a Secondary Highway.

ZONING AND LAND USE

The subject property is zoned M-2, Heavy Manufacturing with a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as follows:

Table III

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use (business type/category)
North	M-2 Heavy Manufacturing	Industrial	Earl Scheib Paint and Body; American Baby Furniture Store; Tile and Stone Store
Northeast	C-4 Community Commercial	Commercial	Elmwood Trailer park; gas station
South	M-2 Heavy Manufacturing	Industrial	Shred-It;-paper shredding; Aircraft supply company; Cabinet Shop; Van and Truck Conversion Company
East	M-2 Heavy Manufacturing	Industrial	Auto Upholstery; Electrical Contractor; Custom Wood Carving
West	M-2 Heavy Manufacturing)	Industrial	Paint Making Machinery; Steel Processing Company

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed Development Plan Approval and Modification Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 17, 2011. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center on November 17, 2011, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

ENVIRONMENTAL DOCUMENTS

The proposed development is located within the Washington Boulevard Redevelopment Project Area, as amended, and for which a Draft Subsequent Environmental Impact Report (SCH# 2008091146) was prepared as required by law. Further environmental documents are not required if it is determined that the proposed project is pursuant to and in furtherance of the adopted Washington Boulevard Redevelopment Plan and is within the scope of the Draft Subsequent EIR that was prepared for said Redevelopment Plan, and that no new significant effects could occur or no new mitigation or environmental documents would be required.

Staff finds that the proposal meets the aforementioned conditions.

AUTHORITY OF COMMISSION:

The Commission may grant, conditionally grant or deny approval of a proposed development plan or modification request based on the evidence submitted and upon its own study and knowledge of the circumstances involved and subject to such conditions as the Commission deems are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All conditions of Development Plan Approval shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

CONDITIONS OF APPROVAL:

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Rafael Casillas 562-868-0511 x7543)

1. That the Applicant shall pay a flat fee of \$ 56,700.00 to resurface the existing street frontage to centerline for Sorenson Avenue.
2. That the Applicant shall design and construct a 5-foot wide meandering sidewalk within an easement along the Sorensen Avenue street frontage. Record a legal description for the ten (10) foot meandering sidewalk easement dedication. The dedicated easement shall be indicated on the Tentative Parcel Map. The proposed meandering sidewalk shall be identified on the civil and landscape plans.
3. Submit the proposed street and off-site improvement plans in accordance with the City Standards for approval by the City Engineer. Street to be improved shall include Sorensen Avenue. A soils report shall be prepared and submitted as directed by the City Engineer.
4. The easterly 25 feet of parcel 2 (A.P.N. 8189-004-050) street frontage along the Sorenson Avenue shall be dedicated to the City as right-of-way.
5. All oil wells, pipelines, tanks, and related lines within the public right-of-way shall be removed from the right-of-way unless otherwise approved by the City Engineer.
6. That the Applicant shall execute an affidavit agreeing to the addition of a cost-of-living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County and will not exceed 3% per year.
7. That adequate "on-site" parking shall be provided per City requirements. All streets abutting the development shall be posted "No Stopping Any Time." The Applicant is required to pay the actual cost of the regulatory sign installation. A parking lot security lighting and photometric plan shall be submitted for approval by the City Engineer.
8. The Applicant shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development. The work will be completed by the City.

9. That the Applicant shall pay to the City the entire cost of design, engineering, installation/relocation and inspection of street lights on street frontage. The City will design and cause construction of said street light(s) improvements. The existing street lights shall be identified on the proposed civil plans.
10. Common driveway entrances are not permitted unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, street lights, water meters, etc.
11. The Applicant shall pay for the design, installation and inspection of all on-site under grounding utilities per S.F.S.M.C. Section 155.462. The utility service point-of-connections to the site shall be obtained from Sorenson Avenue, per public utility approvals.
12. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with City specifications in Sorenson Avenue. Storm drain plans shall be approved by the City Engineer. Submit hydrology and storm drain calculation for the proposed drainage system
13. That the Applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.
14. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site are required to be upgraded per the City Engineer.
15. The sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.
16. All existing and proposed buildings are required to be connected to the sanitary sewers.
17. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.

18. The Applicant shall submit landscape irrigation plans for approval by the City Engineer. The landscape irrigation system shall be connected to the reclaimed water system when available. Separate meter(s) shall be installed to accommodate connection or future connection of irrigation systems to the reclaimed water line.
19. The Applicant shall submit a comprehensive site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed water mains, sanitary sewers, public utilities and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.
20. The Applicant shall submit a traffic study prepared by a Professional Engineer. The traffic study shall show the present traffic in the area and projected traffic after the development of the property. Any improvements or mitigation measures including installation of traffic signals and/or modifications, the installation of additional left turn lanes or deceleration lanes, the lengthening of left turn lanes or other median modifications, etc. that are warranted based on the study, the Applicant shall pay to the City the full cost of design engineering, installation and inspection of the improvements. The City will design and cause construction of the improvements.
21. Final parcel map checking of \$4,757 plus \$285 per parcel shall be paid to the City. The Applicant shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
22. The Applicant shall provide at no cost to the City, one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.
23. The Applicant shall prepare and submit an A.L.T.A survey for the property.
24. The Applicant shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The Applicant will receive credit for the demolition of any buildings that formerly occupied the site. For new developments, the Applicant cannot meet the mitigation requirements, the owner and/or developer shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements.

25. That the Applicant shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
26. That the Applicant shall pay the water trunkline connection fee of \$3,585 per property acre for water service per S.F.S.M.C. Section 53.33.
27. That a grading plan shall be submitted to the City Engineer for drainage approval. A professional civil engineer registered in the State of California shall prepare the grading plan. The Applicant shall pay drainage review fees in conjunction with this submittal per S.F.S.M.C. Section 150.010. A plan checking fee as set for each drainage plan or grading plan checked for drainage shall be paid to the city as follows; 14% of the estimated cost of all on-site drainage facilities, including but not limited to pipes, culverts, catch basins, curbs, gutters, ditches and 19% of the estimated cost of all drainage facilities proposed within the public right-of-way, which payment shall also constitute payment of the city's charge for field inspection of such facilities. The minimum fee payable under this section shall be \$600 per plan checked.
28. That a hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be prepared by a Professional Civil Engineer.
29. That upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and an electronic file (AutoCAD Version 2007 or higher) to the office of the City Engineer.
30. That the Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with Chapter 52 of the City Code. The Applicant will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The Applicant can obtain the current application packet by contacting the SWRCB, Division of Water Quality, at (916) 657-1977 or by downloading the forms from their website at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP

shall also be required. The plan check fee is \$308 for properties under two acres, \$456 for properties between two to five acres and \$626 for properties grater than five acres.

31. The Applicant shall install Portland cement concrete or asphaltic concrete pavement drive approach satisfactory to the City Engineer for the entire width of the driveways for a minimum distance of 50 feet from the back of the driveway location installed by the developer.

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION)
(Contact: Alex Rodriguez 562.868-0511x3708)

32. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system per Section 93.11 of the Santa Fe Springs Municipal Code.
33. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
34. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.
35. That the standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
36. That prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
37. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.

38. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

DEPARTMENT OF FIRE - RESCUE (ENVIRONMENTAL DIVISION)
(Contact: Tom Hall 562.868-0511 x3715)

39. That Applicant shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, California Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
40. That the Applicant shall submit plumbing plans to the Fire Department Environmental Protection Division (EPD) and, if necessary, obtain an Industrial Wastewater Discharge Permit Application for generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.
41. Clarifier Closure Permit: That the Applicant shall, at its own expense, obtain an industrial Waste Closure Permit before excavating any existing below-ground wastewater pretreatment equipment. The permit shall be obtained from the Environmental Protection Division of the Department of Fire-Rescue.

POLICE SERVICES DEPARTMENT:
(Contact: Dino Torres 562.409-1850 x3329 or Phillip De Rousse at x3319)

42. That the Applicant shall submit and obtain approval of a proposed lighting (photometric) and security plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot average candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric and security plans shall be submitted to the Director of Police Services no later than sixty (60) day from the date of approval by the Planning Commission.
43. That the Applicant shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services and the Fire Chief no later than 60 days from the date of approval by the Planning Commission. Emergency

information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.

44. That in order to facilitate the removal of unauthorized vehicles parked on the property, the Applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.
45. That the proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.

WASTE MANAGEMENT:

(Contact: Teresa Cavallo 562.868.0511 x7309)

46. That the Applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
47. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Wayne Morrell 562.868-0511 x7362)

48. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp of approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the

line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.

49. That the Department of Planning and Development requires that the double-check detector assembly be screened by shrubs or other materials. All shrubs shall be planted a minimum distance of 2 feet surrounding the detector assembly; **however, the area in front of the OS and Y valves shall not be screened.** The screening shall also only be applicable to the double-check detector assembly and **shall not** include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly.
50. That the Applicant shall comply with Public Resource Code, Section 42900 et seq. (California Solid Waste Reuse and Recycling Access Act of 1991) as amended, which requires each development project to provide adequate storage area for the collection/storage and removal of recyclable and green waste materials.
51. That the Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
52. That **prior** to submitting plans to the Building Division for plan check, the Applicant shall submit Mechanical plans that include a roof plan that shows the location of all roof mounted equipment. All roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street at ground level shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning and Development or designee.
 - a. To illustrate the visibility of equipment and/or duct work, the following shall be submitted along with the Mechanical Plans:
 - i. A roof plan showing the location of all roof-mounted equipment;
 - ii. Elevations of all existing and proposed mechanical equipment; and
 - iii. A line-of-sight drawing or a building cross-section drawing which shows the roof-mounted equipment and its relation to the roof and parapet lines.

NOTE: line-of sight drawing and/or building cross section must be scaled.

53. That the Applicant shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials, existing and proposed, to be used and shall include 2 to 3 foot high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage. **Said plans shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).**
54. That the landscaped areas shall be provided with a suitable, fixed, permanent and automatically controlled method for watering and sprinkling of plants. This operating sprinkler system shall consist of an electrical time clock, control valves, and piped water lines terminating in an appropriate number of sprinklers to insure proper watering periods and to provide water for all plants within the landscaped area. Sprinklers used to satisfy the requirements of this section shall be spaced to assure complete coverage of all landscaped areas. **Said plan shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).**
55. That the Applicant shall submit a lighting program that is integrated into the overall site, landscape design and building design. Lighting shall be used to highlight prominent building features such as entries and other focal points. Up-lighting can also be used as a way to enhance the texture of plants and structures, to create a sense of height in a landscape design. It is also a great way to create a "barrier" or to simply enhance the beauty of uniquely structured plants that you may have in your landscape.
56. That all activities shall occur inside the building(s). No portion of the required off-street parking and driveway areas shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning and Development, Director of Police Services and the Fire Marshall.
57. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and would result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
58. That all parking areas shall be legibly marked off on the pavement, showing the required parking spaces. All parking spaces shall be further identified by having the words "compact" or comparable wording legibly written on the pavement, wheel stop or on a clearly visible sign.

59. That an area shall be designated for bicycle parking and bicycle racks shall be provided for bicycles. This is required to meet a goal within the City's General Plan Circulation Element.
60. That the Applicant shall re-stripe the parking spaces to provide all of the required off-street parking spaces (within 60 days upon receipt of written notice) when it has been determined by the Director of Planning and Development (or designee) that the striping is faded and are no longer effective.
61. That as shown on Sheet A1-1P, which was submitted by the applicant and is on file with this case, a minimum of 198 off-street parking spaces (Standard - 104; Compact - 28; Accessible - 6; Trailer - 60) shall be made continuously available on the subject site upon completion of construction and all related improvements.
62. That, in the event the need arises for additional required off-street parking spaces, as determined by the Director of Planning and Development or designee, 313 off-street parking spaces (Standard: 232; Compact: 73; Accessible: 8) shall be made available (striped), as shown on Sheet A1-2P, identified as "Future Parking Site Plan, and which has been submitted by the applicant and is on file with this case. Said striping shall be completed within 180 days, upon written notice, from the Director of Planning and Development or designee. Because of the location of several parking spaces, as shown on Sheet A1-2P, identified as "Future Parking Site Plan, the openings of seven) truck doors, (beginning at the northwesterly side of the building and moving easterly), shall be infilled to provide the required number of off-street parking spaces. The infilled area shall then be colored and textured to match the exterior of the building. At the time of plan check submittal, the plans shall show details of the infill.
63. That prior to a Certificate of Occupancy being issued and/or prior to building final, the Applicant shall provide the Director of Planning and Development with a recorded document memorializing conditions 62 with respect to providing all of the required off-street parking and infilling seven truck doors.
64. That Tentative Parcel Map No. 71775 shall expire 24 months after Planning Commission approval, on November 28, 2013, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 71775 shall not be effective until such time that a final map is recorded.

65. That the electrical plans, which show the location of electrical transformer(s), shall be subject to the approval of the Planning Department. Transformers shall not be located within the front yard setback area. The location of the transformer(s) shall be subject to prior approval of the Director of Planning and Development or designee. The electrical transformer shall be screened with shrubs consistent with Southern California Edison's Guidelines which requires a three foot clearance on sides and back of the equipment, and an eight foot clearance in front of the equipment. Additionally, the landscaping irrigation system shall be installed so that it does not spray on the equipment. A copy of the Guideline is available at the Planning Department).
66. That all fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Department of Fire-Rescue, Department of Police Services and the Department of Planning and Development.
67. That the Department of Planning and Development shall first review and approve all sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 24" x 36" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
68. That commercial vehicles, trucks and/or truck tractors shall not queue on Sorensen Avenue, nor use Sorensen Avenue to backup onto the property, or to use Sorensen Avenue as a staging area.
69. That the proposed building shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.
70. That approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.

71. That prior to issuance of building permits, the Applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:

a. Covenants.

1. Applicant shall provide a written covenant to the Planning Department that, except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq
2. Applicant shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.

b. Applicant understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.

c. Applicant understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or

satisfied by the applicant and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.

72. That the facility operator(s) shall be strictly liable for any and all sudden and accidental pollution and gradual pollution resulting from their use within the City, including cleanup, and injury or damage to persons or property. Additionally, operators shall be responsible for any sanctions, fines, or other monetary costs imposed as a result of the release of pollutants from their operations. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic waves and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.
73. That if there is evidence that the conditions of approval have not been fulfilled or the use has resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent or proximate property, or have a substantial adverse impact on public facilities or services, the Director of Planning and Development may refer DPA Case No. 875 and Modification Permit Case No. 1222 back to the Planning Commission for review. If upon such review, the Commission finds that any of the results above have occurred, the Commission may modify or revoke the entitlements. No action will be taken without proper notification.
74. That prior to occupancy of the building, the applicant, and/or his tenant(s), shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting Cecilia Pasos at (562) 868-0511, extension 7527, or through the City's web site (www.santafesprings.org).
75. That the Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***

76. That the Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
77. That the development shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the owner and on file with the case.
78. That the final site plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning and Development.
79. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
80. That the Applicant agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning Development Plan Approval Case No. 875 and Modification Permit Case No. 1222, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

81. That it is hereby declare to be the intent that if any provision of this approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this approval shall be void and the privileges granted hereunder shall lapse.



Thaddeus McCormack
City Manager



Paul R. Ashworth
Executive Director

Attachments:

1. Conceptual Site Plan (Sheet A1-1P)
2. Future Parking Site Plan (Sheet A1-2P)
3. Floor Plan (Sheet A2-1P)
4. Elevations (Sheet A3-1P)
5. Rendering
6. Conceptual Landscape Plan (Sheet L-1)
7. Development Plan Approval Application
8. Modification Permit Application

W:\Planning\1 Planning Commission Meetings\2011\PC Mtg 11-28-11\DPA 875 & MOS 1222\ DPA 875 and MOD 1222-Cdc
Report-8201 Sorensen Avenue 11-30-2011\11/30/2011 2:26:31 PMWMM



City of Santa Fe Springs
Application for
DEVELOPMENT PLAN APPROVAL (DPA)

RECEIVED
AUG 31 2011
Planning Dept.

The undersigned hereby petition for Development Plan Approval:

LOCATION OF PROPERTY INVOLVED:

Provide street address or Assessors Parcel Map (APN) number(s) if no address is available.
Additionally, provide distance from nearest street intersection:
8201 Sorensen Avenue:

West side of Sorensen Avenue approximately 400' south of Washington Blvd. Intersection.

APN's: 8169-004-001, 8169-004-049, 8169-004-050

RECORD OWNER OF THE PROPERTY:

Name: Pamela J. Lauhere Phone No: 951-808-4550
Mailing Address: PO Box 6019, Norco, CA 92860

Fax No: 951-808-4299 E-mail: pamarc1969@aol.com

THE APPLICATION IS BEING FILED BY:

- ☐ Record owner of the property
☒ Authorized agent of the owner (written authorization must be attached to application)

Status of Authorized Agent: Engineer/Architect: X Attorney: _____
Purchaser: _____ Lessee: _____
Other (describe): _____

DESCRIBE THE DEVELOPMENT PROPOSAL (See reverse side of this sheet for information as to required accompanying plot plans, floor plans, elevations, etc.)
Demolish two existing industrial buildings (approx. 30,000 sf) on site, and construct a new 225,000 square foot industrial building and all associated site improvements.

I HEREBY CERTIFY THAT the facts, statements and information furnished above are true and correct to the best of my knowledge and belief.

Signed: [Signature]

Dennis Roy, RGA Office of Architectural Design
Print name

(If signed by other than the record owner, written authorization must be attached to this application.)

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Development Plan Approval."

DPA Application
Page 2 of 2

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): Pamela J. Lauhere
Mailing Address: P. O. Box 6019
Phone No: 951 808-4550
Fax No: 951 808-4299 E-mail: Pamarc1969@aol.com
Signature: Pamela J. Lauhere

Name (please print): _____
Mailing Address: _____
Phone No: _____
Fax No: _____ E-mail: _____
Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I, _____, being duly sworn, depose and say that I am the petitioner in this application for a Development Plan Approval, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: _____
(If signed by other than the Record Owner, written authorization must be attached to this application)

(seal)

On _____ before me, _____
Personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ore subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Public

(DPA) \$12,253.00
(LS) 1,053.00
(PH) 1,140.00
4,046.00

FOR DEPARTMENT USE ONLY	
CASE NO:	DPA 875
DATE FILED:	03/21/2011
FILING FEE:	\$4,046.00
RECEIPT NO:	107916
APPLICATION COMPLETE?	

08-31-11 101 7916

CHECK 4046.00

ACKNOWLEDGMENT

State of California
County of Riverside)

On August 24, 2011 before me, Matthew J. Bivens, Notary Public
(insert name and title of the officer)

personally appeared Pamela J. Laulhere
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





City of Santa Fe Springs
Application for
MODIFICATION PERMIT (MOD)

The Undersigned hereby petitions for a Modification of one or more property development requirements of the Zoning Ordinance.

Location of property (ies) involved (Provide street address or if no address, give distance from nearest street intersection):

8201 Sorensen Avenue

Legal description of property: APN Numbers 8169-004-049 & 8169-004-050

Record Owner of Property:

Name: Pamala J. Lahlhere Phone No: 951-808-4550

Mailing Address: PO Box 6019, Norco, CA 92860

Fax No: 951-808-4299

E-mail: Pamarc1969@aol.com

The application is being filed by:

☒ Record Owner of the Property
☐ Authorized Agent of the Owner
(Written authorization must be attached to application)
Refer to prior DPA application for authorization.

Status of Authorized Agent (engineer, attorney, purchaser, lessee, etc.):

Architect: RGA, Office of Architectural Design & Developer: ProLogis

Describe the modification requested:

We request that the project be approved with 138 of the 313 total required off-street auto parking stalls, and reserve (but not provide at this time) 175 additional auto parking stalls.

NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

MOD Application
Page 2 of 3

JUSTIFICATION STATEMENT

BEFORE A MODIFICATION CAN BE GRANTED, THE PLANNING COMMISSION MUST BE SATISFIED THAT ALL OF THE FOLLOWING CONDITIONS APPLY. YOUR ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A MODIFICATION

JUSTIFICATIONS TO NO. 1 & 2 ARE REQUIRED FOR RESIDENTIALLY ZONED PROPERTIES:

1. Explain how the modification request, if granted, will allow you to utilize your house in a more beneficial manner.
N/A
2. Explain how the modification request, if granted, will not be detrimental to the property of others in the area.
N/A

JUSTIFICATIONS TO NOS. 3-6 ARE REQUIRED FOR PROPERTIES OTHER THAN RESIDENTIAL:

3. Explain why the subject property cannot be used in a reasonable manner under the existing regulations.
If all 313 of the auto parking stalls were to be provided at this time, they would impact the ability of Ikley distribution tenant to efficiently operate within the screened truck yard and impact their ability to park truck trailers.
4. Explain the unusual or unique circumstances involved with the subject property which would cause hardship if compliance with the existing regulations is required.
The required parking ratio in the zoning code is geared for a manufacturing use. The Ikley distribution tenant will not operate with as many employees as a manufacturing use, therefore if all stalls were provided, available yard area would be consumed by unused auto stalls, and not be available for truck maneuvering and parking operations.
5. Explain how the approval of the requested modification would not grant special privileges which are not enjoyed by other property owners in the area.
The submitted drawings demonstrate that even with approval of the requested modification, the site still has the capacity to provide all 313 of the required off-site auto parking stalls. Therefore, the site will not be provided any special privileges beyond those of surrounding industrial properties.
6. Describe how the requested modification would not be detrimental to other persons or properties in the area, nor to the public welfare in general.
The submitted drawings demonstrate that even with approval of the requested modification, the site still has the capacity to provide all 313 of the required off-site auto parking stalls. Therefore, should the use of the proposed facility have an employee count requiring that additional auto stalls be provided beyond the initial 138 stalls, they could be striped on site. No off-site parking will be required for the project.

MOD Application
Page 3 of 3

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): _____
Mailing Address: _____
Phone No: _____
Fax No: _____ E-mail: _____
Signature: _____

Name (please print): _____
Mailing Address: _____
Phone No: _____
Fax No: _____ E-mail: _____
Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I, _____, being duly sworn, depose and say that I am the petitioner in this application for a Modification Permit, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: _____
(If signed by other than the Record Owner, written authorization must be attached to this application)

(seal)

On _____ before me,
personally appeared _____,
personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the
instrument, the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Public

FOR DEPARTMENT USE ONLY
CASE NO: MOD 1222
DATE FILED: 10/31/2011
FILING FEE: \$1140.00
RECEIPT NO: 1
APPLICATION COMPLETE? _____

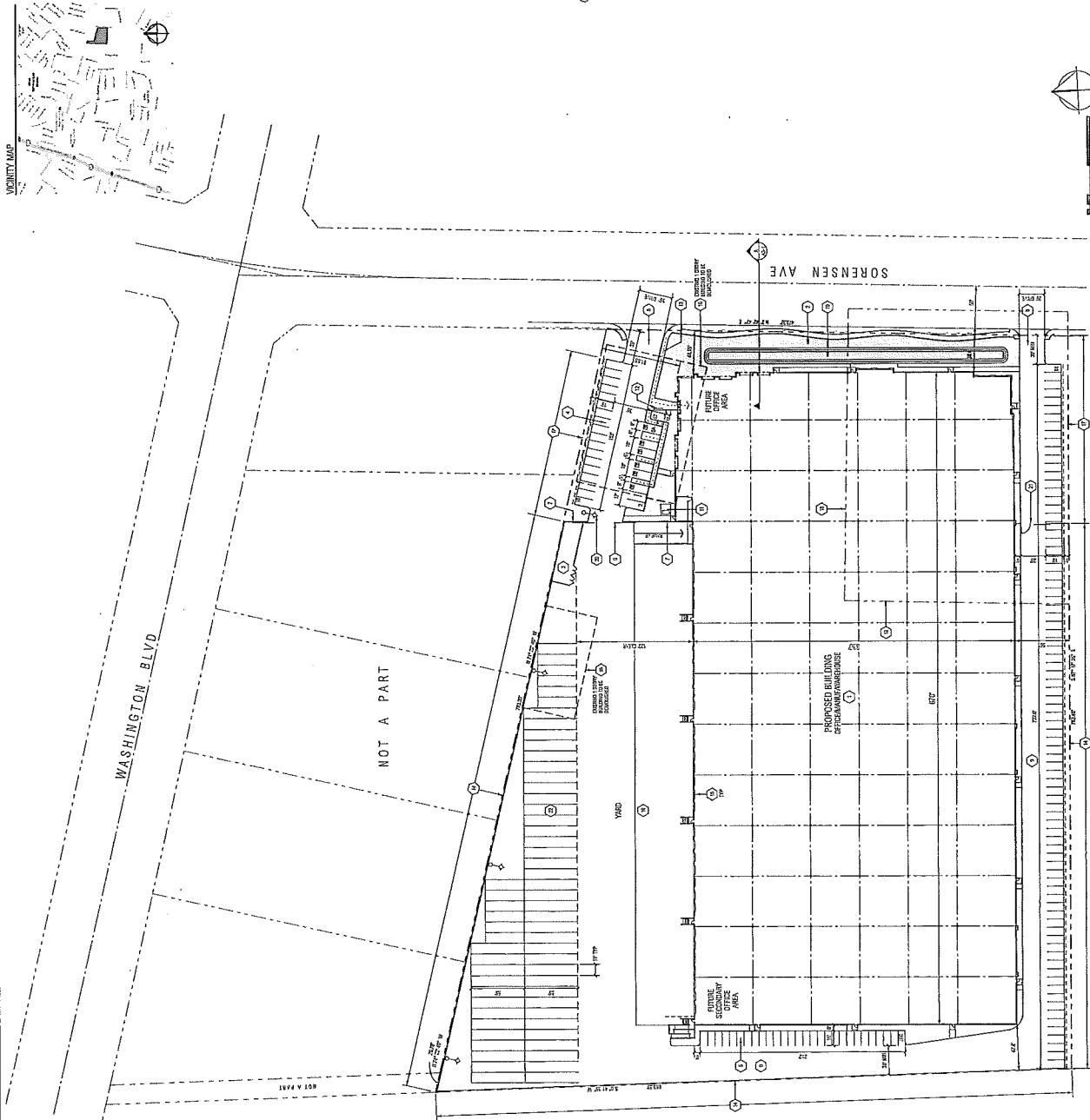
10-31-11 1011219 CHECK 1140.00

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SORENSEN AVENUE
DEVELOPMENT



PROLOGIS™
PROLOGIS
:7777 CENTER COURT DRIVE N.
SUITE 100
CERRITOS, CA 90703
562-345-9226
ATTN: JIM LACHETTA

[illegible][illegible]

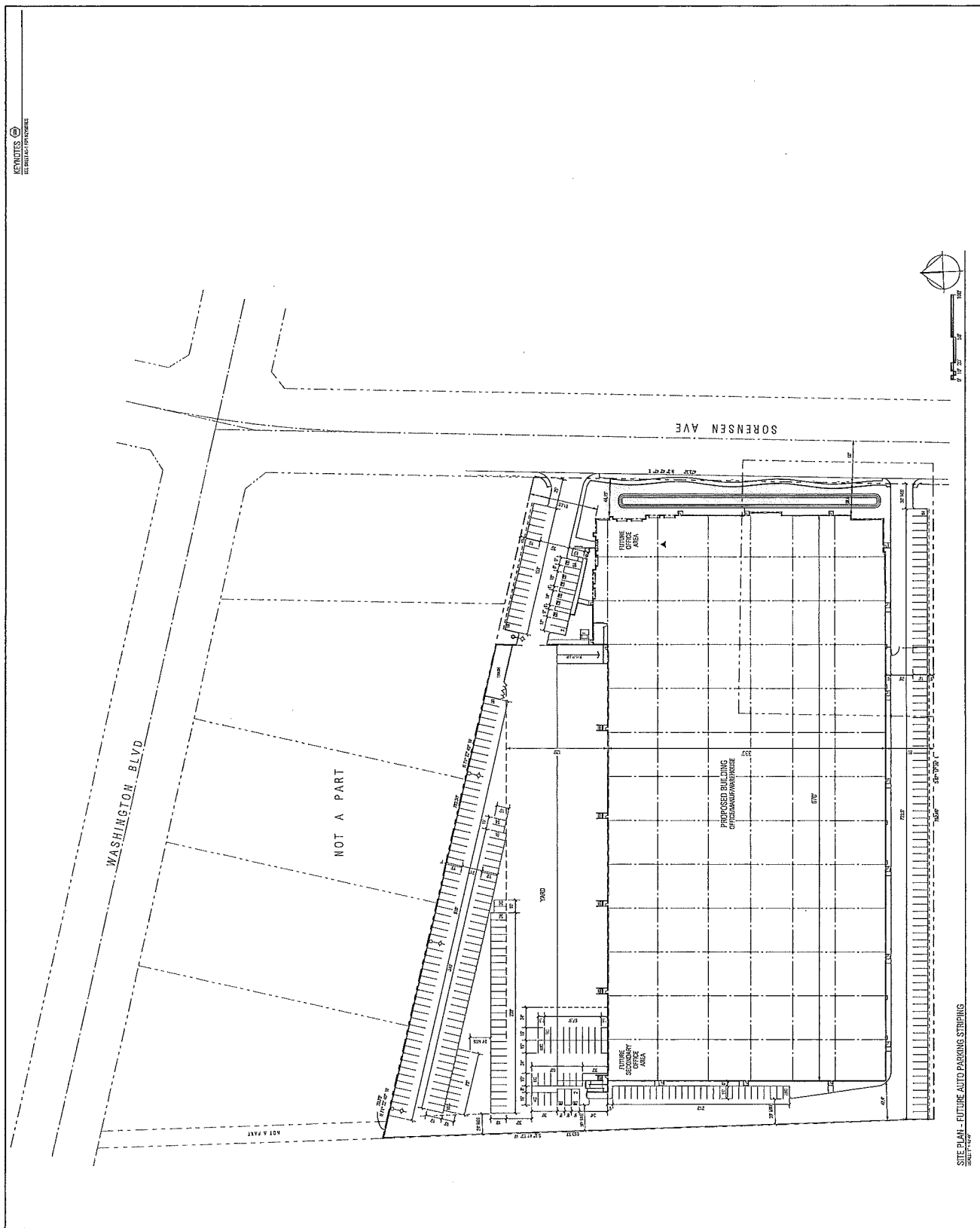
Office of Architectural Design
15211 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0910
FX 949-341-0923

8201 SORENSEN AVE
SANTA FE SPRINGS, CA



PROLOGIS™

PROLOGIS
77777 CENTER COURT DRIVE N.
SUITE 100
CERRITOS, CA 90703
562-345-9226
ATTN: JIM JACHETTA

[illegible]

COMPATANT

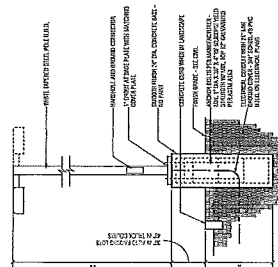
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SANTA FE SPRINGS, CA



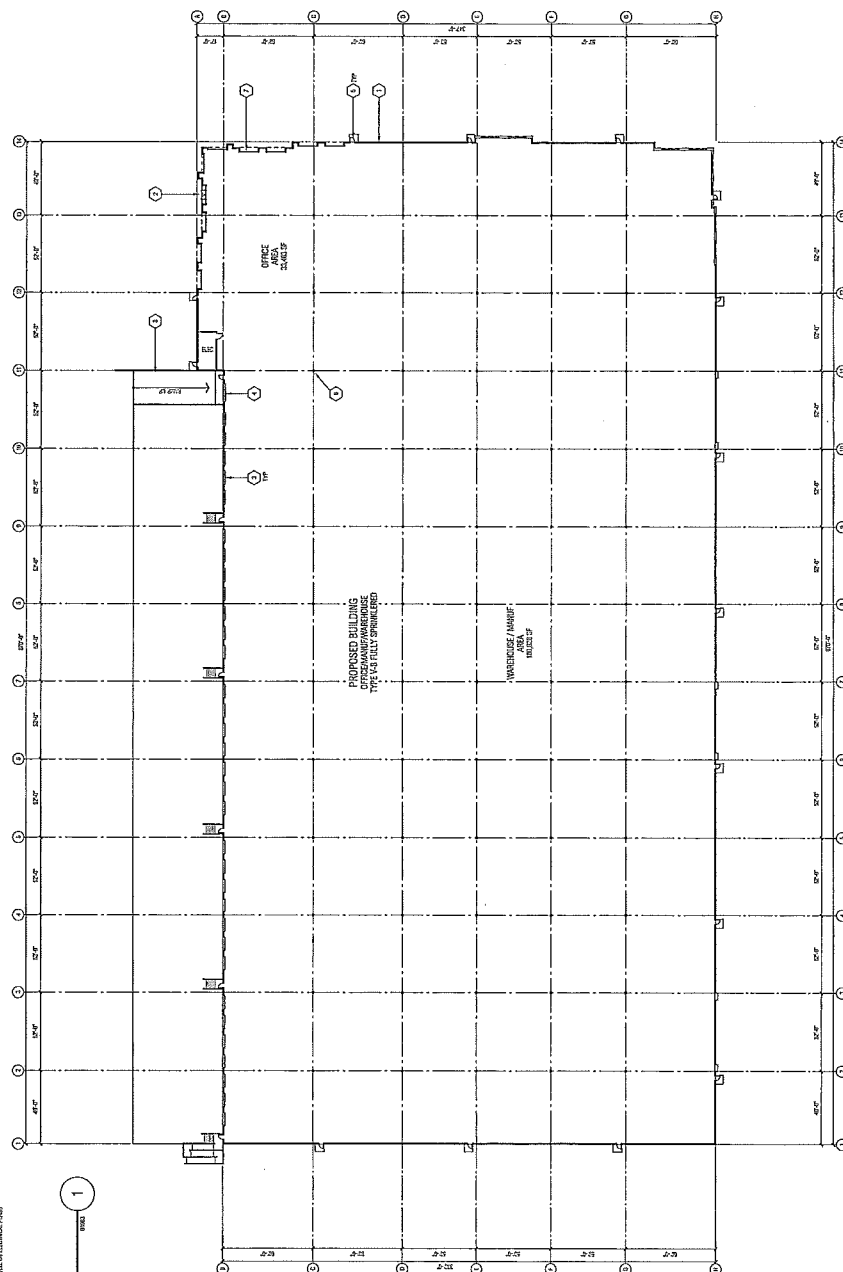
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CERRITOS, CA 90703
562-345-9226
ATTN: JIM JACHETTA

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1
TYPICAL LIGHT POLE & BASE
CALL 34" x 1'-0"



FLOOR PLAN



8201 SORENSEN AVE
SANTA FE SPRINGS, CA



SEE ITEM 4A



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Urgency Ordinance No. 1028 - Authorization to Amend the Contract between the City of Santa Fe Springs and CalPERS Requiring Employee Cost Sharing of Pension Cost

RECOMMENDATION

That the City Council adopt Urgency Ordinance No. 1028 authorizing an amendment to the Contract between the City Council of the City of Santa Fe Springs and the CalPERS Board of Administration to require employees to share in the City cost of providing the pension plan.

BACKGROUND

In July 2011, the City Council approved the FY 2011-12 labor agreements. Included were provisions requiring full-time employee "cost sharing" contributions toward the City's CalPERS pension costs, commencing in January 2012. Since then, several additional actions have taken place. At the November 10, 2011 meeting the City Council approved Resolution No. 9351 providing notice of its intention to approve an amendment to the CalPERS contract. More recently, employees participated in a CalPERS-required election and overwhelmingly voted to implement the cost sharing provision.

URGENCY ORDINANCE No. 1028

Urgency Ordinance No. 1028 is the last in the sequence of required actions and formally authorizes the amendment of the City's CalPERS contract. In most cases, this would be done via a non-urgency ordinance and be effective after a first and a second reading at two separate Council meetings. In this situation, however, circumstances are different. In recent months CalPERS has been undergoing a massive overhaul of their internal systems and processes that have significantly impacted their ability to provide timely documentation and direction, thus delaying the City's actions. CalPERS acknowledges this fact and has advised Staff that consequently nearly all of the agencies similarly amending their contracts are doing so with the adoption of an urgency ordinance.

In order for the City Council to adopt the proposed ordinance, it must find and determine that there is a clear and immediate threat to the public health, safety and welfare requiring its urgent adoption. Staff believes that it is necessary for the City to implement the changes contained in said amendment beginning January 2, 2012, in order to avoid incurring unanticipated costs and disruption to the City's budget.



City of Santa Fe Springs

City Council Meeting

December 8, 2011

Clearly, not implementing the cost sharing provision would negatively impact the City's financial outlook. Therefore, a lack of cost sharing savings would necessitate further cuts in vital programs, activities, and ultimately present a threat to the public health, safety and welfare.

A handwritten signature in cursive script, appearing to read "Thaddeus J. McCormack".

Thaddeus J. McCormack
City Manager

Attachments:

Urgency Ordinance No. 1028

Exhibit A – CalPERS Amendment to Contract

URGENCY ORDINANCE NO. 1028

AN URGENCY ORDINANCE OF
THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN
THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AND
THE BOARD OF ADMINISTRATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

SECTION 1. That an amendment to the contract between the City Council of the City of Santa Fe Springs and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. The City Council hereby finds and determines that there is a clear and immediate threat to the public health, safety and welfare, in that it is necessary for the City to implement the changes contained in said amendment beginning January 2, 2012, in order to avoid disruption to the City's budget which was premised upon such changes going into effect on that date. In the event that the implementation of such changes is delayed, the City Council will be forced to make cutbacks to City services which are essential to the public health, safety and welfare. Accordingly, the City Council is adopting this Ordinance on an urgency basis.

SECTION 4. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance, which shall take effect immediately upon its adoption. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by ordinance.

PASSED, APPROVED and ADOPTED THIS 8th day of December, 2011, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joseph D. Serrano Sr., Mayor

ATTEST:

Deputy City Clerk

Exhibit A



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Santa Fe Springs

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 1, 1958, and witnessed November 25, 1958, and as amended effective May 1, 1965, July 5, 1965, November 21, 1966, September 11, 1967, March 11, 1968, October 1, 1969, October 1, 1974, August 2, 1976, December 5, 1976, December 5, 1977, December 21, 1978, November 5, 1979, June 29, 1992, September 10, 1992, January 10, 1993, April 9, 1995, September 25, 1995, November 12, 2001 and July 1, 2002 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 1, 2002, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members.

Exhibit A

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

Exhibit A

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **PERSONS COMPENSATED ON AN HOURLY BASIS HIRED OCTOBER 1, 1969 OR THEREAFTER.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2002 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2002 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

Exhibit A

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. Public Agency elected and elects to be subject to the following optional provisions:

- a. Section 21571 (Basic Level of 1959 Survivor Benefits) for local police members only.
- b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
- c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
- d. Section 20042 (One-Year Final Compensation).
- e. Section 20965 (Credit for Unused Sick Leave).
- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
- h. Section 20903 (Two Years Additional Service Credit).
- i. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local fire members only.
- j. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21354.5 (2.7% @ 55 Full formula) for local miscellaneous members. From and after the effective date of this amendment to contract the miscellaneous employees of Public Agency shall be assessed an additional 2.5% of their compensation for a total contribution rate of 10.5% pursuant to Government Code Section 20516.

Section 21362.2 (3% @ 50 Full formula) for local safety members. From and after the effective date of this amendment to contract the safety employees of Public Agency shall be assessed an additional 3% of their compensation for a total contribution rate of 12% pursuant to Government Code Section 20516.

Exhibit A

PLEASE DO NOT SIGN "EXHIBIT C"

10. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 5, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local fire members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

Exhibit A

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SANTA FE SPRINGS

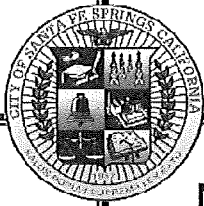
BY _____
DARRYL WATSON, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

New Contract for Integrated Library System with OCLC Web-Scale Management Services

RECOMMENDATION

That the City Council authorize the City manager to enter into an agreement with Online Computer Library System (OCLC) for an Integrated Library System (ILS).

BACKGROUND

An ILS or integrated library system is a computerized management tool used to track acquisitions, cataloging, inventory, and patron transactions. For the past 30 years, the City of Santa Fe Springs has shared its integrated library system with the City of Downey which utilizes a third party system. The partnership, which was once a productive arrangement, is no longer cost effective.

As a result, the City began to research providers of library systems to locate a system that could serve as the City's new ILS, as well as provide the flexibility needed for the rapid innovation needed for computerized services. The Library solicited proposals from three ILS vendors. In comparing their costs, flexibility and services offered, the Library identified OCLC's Web-Scale Management Services (WMS) as the best replacement for our current system. No further bidding process was deemed necessary as OCLC's WMS software, computer code, and computer systems, which OCLC controls are unique to OCLC.

Established in 1967, OCLC is a cooperative of libraries which combine computer technology with library cooperation to reduce costs and improve services through shared, online cataloging. Based in Dublin, Ohio, OCLC is a provider of integrated library systems to libraries around the world.

ANALYSIS

The electronic data switch to WMS has many positive aspects: an initial cost savings (with increased cost savings in later years), web hosting by OCLC, no hardware maintenance, and a better search interface for library patrons. The WMS software is hosted on their servers. As a web-based system, there is no need for special on-site servers, technicians, or software. In fact, Library staff can take books into schools and check them out to students in the field using a tablet or laptop. This system offers integration with the Library's existing systems (such as self check, RFID, debt collection services, and computer reservation systems), and also offers mobile interface, and extensive evaluative content.

Report Submitted By: Hilary Keith
Director of Library & Cultural Services

Date of Report: December 1, 2011

Additionally, WMS offers a better search structure and allows patrons to access materials throughout Southern California. Patrons can still request items from the Downey City Library; however, we will no longer be tied to a system that is aging, lacking in support, and largely unsustainable.

In past years, our Intergovernmental charges with Downey have cost upwards of \$85,000 per year. The cost has been reduced to \$45,000 per year with the loss of a system administrator at Downey Library. We believe this cost is still relatively high, and the subsequent loss of support is a roadblock to providing consistent, high quality service to our patrons.

FISCAL IMPACT

The proposed WMS annual subscription rate totals \$23,232, with a net cost of approximately \$17,000 per year. This is due to the proposal including additional budgeted services that the Library already subscribes to at a cost of \$ 6,231. The initial one time migration fee of \$25,000 would be taken out of our Downey Contingency Fund, thus alleviating taking any expenses from the City's General Fund.



Thaddeus McCormack
City Manager

Attachments:

Exhibit "A" – OCLC Proposal

Exhibit "B" – Web-Scale Management Services Terms of Agreement

EXHIBIT "A"

August 24, 2011

Santa Fe Springs City Library
OCLC Symbol: SFS

Hilary Keith
Director
Santa Fe Springs City Library
11700 Telegraph Road
Santa Fe Springs, CA 90670



6565 Kilgour Place
Dublin, OH 43017-3395 USA

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1-800-848-5878
F +1-614-764-6096
E oclc@oclc.org

WWW.OCLC.ORG

OCLC is pleased to offer Santa Fe Springs City Library information and pricing for Web-scale Management Services, a fully integrated network solution in support of crucial library operations. OCLC's Web-Scale Management Services will provide all the library's collection management needs for circulation, patron management, acquisitions inventory control, vendor management, and reporting.

Web-scale Management Services will assist libraries by providing:

- A hosted, scalable, Web-based platform for all basic library management functionality.
- Web-scale Management Services for acquisitions and circulation.
- A unified management platform for all types of materials that eliminates the need to switch applications when processing different material types.
- A flexible and customizable workflow platform that can be tailored for your organization.
- Increased collaboration and decision making by enabling the sharing of application and data between OCLC member libraries.
- A sophisticated Service-Oriented Architecture (SOA) for interoperability with local environments and third-party business process systems including financial management, HR systems, and course management - so you don't have to reinvent what you're already doing.
- A reduction in the time and money spent managing hardware and software by leaving system management to OCLC.

Web-scale Management Services will assist end users by providing:

- A single interface for patrons—they don't need to jump between multiple systems to search different kinds of materials or to make requests.
- Fast, seamless access to the most appropriate delivery options so users have direct access to electronic content, circulation activities and resource sharing without having to know your library's workflows.
- Search results with the easiest-to-get items first and access to WorldCat libraries worldwide.
- Delivery of your library's resources at the point of need. Your search box can be placed on any Web page or Web-enabled workspaces, such as eLearning courses.
- Simple keyword search and global social-networking tools, such as list sharing, reviews, ratings and personal profiles.
- Increased Web visibility for your library because users can reach your library from Google, Yahoo! and other partner Web sites via the WorldCat.org platform.

OCLC is proposing a dynamic solution that includes your OCLC subscriptions for Cataloging, WorldCat Resource Sharing, Access and OCLC WorldCat on FirstSearch to further the goals and mission of Santa Fe Springs City Library:

OCLC Business Confidential

Attachment A: Data Migration

Thank you for providing OCLC with information related to your existing ILS data. Based on that information, the following data migration assumptions were made in preparation of this proposal:

- Library will deliver bibliographic records in MARC 21 format. MARC data will need to adhere to OCLC Bibliographic Formats and Standards. For more information on MARC 21 format, please visit: <http://www.loc.gov/marc/bibliographic/ecbdhome.html> and for more information on OCLC Bibliographic Formats and Standards, please visit: <http://www.oclc.org/bibformats/en/about/>.
- Your library's translation table containing 2 branch locations is estimated to be of medium complexity.
- OCLC will create/load Local Holdings Records (LHRs) for approximately 87,500 items. This includes:
 - Level 2 LHRs for monographs using an enhanced batchload process.
 - Serials LHRs are circulating.
 - Serials LHRs are bar-coded.
- OCLC will migrate patron data from a file delivered by the library in either tab-delimited or XML format.
- OCLC will migrate circulation transactional data (to be delivered by the library in tab-delimited format). This data includes fines/fees and holds.
- Acquisitions data will not be migrated.

Initials

Date

Solution	Year 1**	Year 2**	Year 3**
OCLC Web-Scale Management Annual Subscription Service *	\$23,232	\$24,394	\$25,613
OCLC Web-Scale Management Implementation Service (One Time Cost) ***	\$25,000		
Total	\$48,232	\$24,394	\$25,613

*OCLC Web-Scale Management Service includes the following services:

- o OCLC Cataloging
- o OCLC WorldCat Resource Sharing
- o OCLC Access
- o OCLC WorldCat on FirstSearch (Currently have group subscription through California State Library, ending Jan 2012. Pricing includes an unlimited individual WorldCat subscription.)
- o OCLC Unlimited Print and Electronic Acquisitions
- o OCLC Unlimited Circulation and Delivery
- o OCLC WorldCat Local, including the new WorldCat Local mobile interface

** Pricing is valid for 90 days. Pricing for Year 4 will be the lesser of Year 3 plus 10% OR the then current list price. Pricing for Year 5 will be no greater than a 5% price increase over Year 4. Implementation will be billed 50% upon receipt of WMS Order and the remaining 50% when implementation is complete.

***The WMS implementation price is based on your library implementing as part of a cohort of 7 to 8 libraries. This price includes implementation, configuration, and training, as well as data migration services. Please see and initial Attachment A, which contains additional details regarding the assessment of your data migration.

As with all OCLC services, Web-Scale Management Service libraries may be asked to:

- Co-author a case study on OCLC Web-Scale Management Services implementation and use
- Provide formal feedback on functional requirements for features being developed
- Participate in conference and online presentations related to your experience
- Serve as a reference organization for others interested in Web-Scale Management Services

OCLC looks forward to expanding our partnership with Santa Fe Springs City Library by providing a comprehensive solution that will deliver library resources to library patrons at the point of need. Upon signed return of this proposal, an OCLC Implementation Manager will work closely with you to create a plan and schedule to get your Web-scale Management Services operational. Activities will include data migration, configuration, training and testing. It will include templates to assist in developing a marketing and promotion strategy. The library will also be required to agree to the service terms and conditions, a copy of which will be forwarded in the next two weeks.

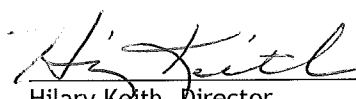
If you have questions or need additional information, please contact your Library Services consultant, Cynthia Busse at 1-800-848-5878 or via email at cynthia_busse@oclc.org.

Sincerely,



Bruce Crocco
Vice President, Library Services for the Americas
Bruce_Crocco@oclc.org

By signing and returning to OCLC, Santa Fe Springs City Library accepts this proposal:



Hilary Keith, Director
Santa Fe Springs City Library

Date

EXHIBIT "B"

**ONLINE COMPUTER LIBRARY SYSTEM (OCLC)
INTEGRATED LIBRARY SYSTEM**

**WEB-SCALE MANAGEMENT SERVICES
TERMS OF AGREEMENT**

WEB-SCALE MANAGEMENT SERVICES TERMS AND CONDITIONS

Institution may order the OCLC Web-scale Management Services by completing the relevant portions of the OCLC Web-scale Management Services Proposal (the "Order Form") and agreeing to these Web-scale Management Services Terms and Conditions (this "Agreement") which includes these terms, the Service Level Agreement and Acceptable Use Policy. Use of the Web-scale Management Services is governed by this Agreement, as well as the Service Terms and Conditions for WorldCat® Local (Attached hereto as Attachment 1) Should the Terms and Conditions of this Agreement conflict with any of the terms and conditions within Attachment 1, the terms and conditions of this Agreement shall prevail. OCLC reserves the right to determine whether an institution is eligible to subscribe to the Web-scale Management Services and to refuse access to the Service to any institution for any reason in OCLC's sole discretion.

1. Definitions.

1.1 "Acceptable Use Policy" means the then-current acceptable use policy for the Service as determined by OCLC in its reasonable discretion. The current version is attached hereto as Exhibit B.

1.2 "Acquisition Data" means all data related to print and licensed inventory management including, resource discovery, ordering and invoicing, receiving and item processing, budget management, license content management, Electronic Resource Management (ERM), vendor/provider management, and metadata management.

1.3 "Authorized User" means those employees, administrators, agents or Patrons of Institution to whom Institution has granted access to the Service by providing Institution's ID's and passwords.

1.4 "Circulation Data" means all data related to item check-in, check-out, holds, renewals, bills, and Patron self-service, including patron profiles, item types, item locations, patron management, and library/branch locations and profiles.

1.5 "Confidential Information" means Institution Data (but specifically excludes Patron Data), the material terms of this Agreement and any information disclosed by a party to the other party under this Agreement that is designated as confidential or would normally be considered confidential under the circumstances.

1.6 "Effective Date" is the date upon which OCLC makes the Service available to Institution as indicated on the Order Form.

1.7 "Emergency Security Issue" means either: (a) Institution's use of the Service in violation of this Agreement or the Acceptable Use Policy, which could disrupt: (i) the Service, (ii) other institutions' use of the Service, or (iii) OCLC Systems used to provide the Service; or (b) unauthorized third party access to the Service.

1.8 "Group" means the consortium of Group Members identified on the Order Form ordering the Service by executing the Order Form and submitting it to OCLC.

1.9 "Group Administrator" means the lead institution in the Group as indicated on the Order Form. If receiving OCLC Group Services hereunder, the Group Administrator shall be included within the term "Group Member" for purposes of this Agreement.

1.10 "Group Member" means any Institution for which the Group Administrator has complied with Section 10 below for purposes of binding such Institution to this Agreement.

1.11 "Information Security" means the reasonable techniques and procedures deployed for the protection of information systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users or the provision of service to unauthorized users, including those measures necessary to detect, document, and counter such threats.

1.12 "Institution Data" means Acquisition Data, Circulation Data, Patron Data and all other information of Institution or any third party that is provided or permitted by Institution to reside on OCLC's Systems or that is provided, generated, transmitted or displayed via the Service by Institution or Patrons.

1.13 "Institution Applications" means Institution or third party created applications that utilize Tools and may interact directly with the Service.

1.14 "OCLC Systems" means the OCLC facilities (including third party service providers), servers, equipment, operating software and network used in providing the Service.

1.15 "Order Form" means the order form that Institution completes in order to sign up for the Service, and that contains: (i) the Service being ordered; (ii) fees; (iii) number of, and Initial Term for, the Service; and (iv) Group Members, if any.

1.16 "Patron" means a library patron of Institution.

1.17 "Patron Data" means all data related to a Patron, including a Patron's Personally Identifiable Information, item check-out, holds, profiles, and library account information. Patron Data shall not be included in the definition of Confidential Information for the purposes of this Agreement.

1.18 "Personally Identifiable Information" ("PII") means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (i) Social security number, (ii) Driver's license number or State Identification Card number, (iii) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

1.19 "Privacy Policy" means the then-current Privacy Policy of OCLC applicable to Institution, as modified from time to time at OCLC's reasonable discretion. The current version of the Privacy Policy is available at <http://www.oclc.org/us/en/policies/privacy/default.htm>.

1.20 "Security Breach" means an unauthorized access, use or disclosure of Personally Identifiable Information (PII) that compromises the security, confidentiality or integrity of such information, such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual. The following shall not be considered a Security Breach: (i) the unintentional but unauthorized acquisition, access, or use of PII by an OCLC employee, contractor or agent acting under the authority of OCLC; or (ii) a good faith belief by OCLC that the unauthorized individual to whom the impermissible disclosure was made, would not have been able to use the PII.

1.21 "Service" means the OCLC Web-scale Management Services provided by OCLC and used by Institution under this Agreement, including any Tools made available by OCLC. The Service, which may be modified from time to time in OCLC's reasonable discretion, is as described at <http://www.oclc.org/webscale/>.

1.22 "SLA" means the Service Level Agreement attached hereto as Exhibit A.

1.23 "Third Party Request" means a facially valid and lawful request from a third party for records relating to Institution Data or an Institution's use of the Service. Third Party Requests include a facially valid and lawful search warrant, court order, subpoena, other valid legal order, voluntary request for information from law enforcement officials, or written request from an authorized representative of the Institution granting consent to the disclosure.

1.24 "Tools" means the tools, widgets, API's, interfaces and data streams that OCLC makes available to the Institution and that may be incorporated into Institution Applications.

1.25 "WorldCat" means the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC.

1.26 "WorldCat Record" means a bibliographic record and/or other information from WorldCat, WorldCat.org and/or other OCLC applications, but specifically excluding Patron Data.

2. Service.

2.1 General. OCLC will provide Institution the Service substantially in accordance with applicable Service documentation and OCLC's then-current published product descriptions for the Service. As part of the Service, OCLC will (a) configure, install, house, maintain, monitor and operate the OCLC Systems; (b) provide access to the Service; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Service and host Institution Data via the Internet. Institution is responsible for securing and maintaining its own Internet connectivity to access OCLC's Systems and the Service.

2.2 Institution Applications. OCLC may make available to Institution Tools that Institution may utilize to create Institution Applications.

2.3 Passwords. Institution shall inform all Authorized Users of the applicable restrictions governing their use of the Service (including their obligation to safeguard the confidentiality of Institution's ID's and passwords, and the prohibition against sharing their ID or password with any third party). Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Service and shall be solely responsible for any and all use, including unauthorized use, of the Service initiated by ID's and passwords used by the Institution until Institution has notified OCLC of any such unauthorized use or theft of ID's or passwords. Institution shall immediately terminate any unauthorized use if practicable. Institution shall notify OCLC via e-mail at webscale-legal@oclc.org, of the loss, theft or disclosure of any passwords or ID's and of any unauthorized use of the Service immediately upon identifying such loss, theft, disclosure, or unauthorized use or having reasonable grounds to suspect that such loss, theft, disclosure or unauthorized use is about to occur. Promptly following email notification, Institution shall send written notice to OCLC to the address and contact listed in Section 9.6. below. In the event that OCLC becomes aware of

unauthorized use of ID's and/or passwords or access to the Service, OCLC will notify Institution's representative and may deactivate existing IDs and passwords, until the Institution remediates the unauthorized use (i.e. creates a new password). Institution will be responsible for ensuring separation of incompatible duties to prevent fraud or other system misuse.

a. **Administrator Passwords.** OCLC will initially provide Institution with administrative ID's and passwords to access and use the Service; Institution is responsible for assigning Administrator privileges and creating, maintaining, and terminating additional Administrator accounts. Institution shall be responsible for safeguarding the confidentiality of all administrative ID's and passwords. Administrator ID's and passwords may not be shared among several users.

b. **Patron ("End User") Passwords.** Institution is solely responsible for creating, managing and terminating Patron accounts and authorizing Patron access to application services. Each Patron who is a user of the Service must have an individual ID and password. Patron ID's and passwords may not be shared among several users.

2.4 Service Level. OCLC will use commercially reasonable efforts to provide the Service and operate OCLC's Systems in accordance with the SLA Error! Hyperlink reference not valid. OCLC's obligations under the SLA are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. Institution acknowledges that OCLC's Systems may be subject to temporary shutdowns due to causes beyond OCLC's reasonable control, and such temporary shutdowns will not be deemed to be a breach of any obligations under this Agreement or the SLA. INSTITUTION FURTHER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF OCLC TO PROVIDE THE SERVICES IN ACCORDANCE WITH THE SLA IS TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 6.2.

2.5 Modifications to the Service. OCLC reserves the right to change or modify the Service and/or Service functionality and features, the SLA, the terms and conditions of this Agreement, or any policy or guideline applicable to the Service, from time to time in its reasonable discretion. OCLC shall notify Institution of material modifications, refinements and changes to the Agreement, the Service, the SLA, or any governing policy or guideline and the discontinuance of the Service by e-mail, as well as online screen display, publication of revised Service descriptions, or such other means that OCLC determines is reasonably appropriate to communicate the change. Any new Service functionality made available by OCLC shall be subject to this Agreement and such additional terms and conditions as OCLC may require. If Institution does not agree to any change or modification to this Agreement, the SLA, or any governing policy or guideline, Institution's sole remedy is to immediately terminate this Agreement pursuant to Section 6.2. Institution's continued use of the Service following notice of any changes or modifications to this Agreement, the SLA, or any policy or guideline will constitute Institution's acceptance of such changes or modifications. Portions of the Service may be a pre-release version and may not work correctly or in the way a final version is intended to work. Pre-release portions of the Service may experience interruptions or extended downtimes. OCLC may significantly change the final version or decide not to release a final version at all.

2.6 Intellectual Property Rights. OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title and interest (including, without limitation to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights) to the Service, WorldCat, all materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by OCLC and/ or its licensors or suppliers pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by OCLC to provide the Service to Institution (including, without limitation, the OCLC Systems).

2.7 WorldCat Records. If Institution creates WorldCat Records or provides OCLC (including through the Service) with metadata related to books or other materials, Institution hereby grants to OCLC, OCLC participants, non participant users and OCLC designees a nonexclusive, royalty free, sublicenseable, transferable, world wide right and license to copy, display, publish, enhance, prepare derivative works from, distribute and use such metadata for purposes of making the metadata (including individual informational elements contained therein and derivative works thereof) available (directly or through distributors or other third-parties) to OCLC participants, users and designees, library patrons and parties in search of information through WorldCat, related OCLC products and services, the Internet and selected third-party services. This license applies to metadata in any form or format now in existence or hereafter created.

2.8 Confidentiality. Each party agrees to treat as confidential all Confidential Information and to use the same degree of care as it uses in maintaining its own confidential and trade secret information of similar kind and nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. Each party agrees that it will not use Confidential Information of the other for any purpose other than assistance to the other under and for its own internal purposes in the performance of this Agreement. The foregoing confidentiality obligations shall not apply to Confidential Information to the extent it (a) is in or enters the public domain other than as a result of a breach of this Section 2.8 by the receiving party, (b) is demonstrated to have been already known by the receiving party prior to disclosure, (c) is lawfully obtained by the receiving party from a third party without any violation of a duty to the disclosing party; (d) is independently developed by the receiving party without the assistance of the Confidential Information of the disclosing party; or (e) is required to be disclosed by law, valid court order or legal process. The parties' obligations under this Section 2.8 shall continue for a period of five (5) years following termination of this Agreement.

3. Institution Data; Acceptable Use.

3.1 Ownership of Institution Data. Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data and Institution Applications except for rights granted to OCLC and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, OCLC shall return all Institution Data to Institution in an agreed upon format, or destroy, at Institution's option.

3.2 License Rights to OCLC. Institution hereby grants OCLC a worldwide, non-exclusive, royalty-free, non-sublicensable license to host, reproduce, transmit, cache, store, display, publish, distribute, perform, edit, adapt, modify, create derivative works from, and otherwise use Institution Data (a) as reasonably necessary to provide the Service for Institution; (b) to analyze and use Institution Data to evaluate the Service; (c) to disclose and distribute Institution Data in aggregated form from which all Institution specific and personally identifiable information has been removed for the purposes of analyzing Service performance, preparing statistics and metrics, creating marketing materials and other services; (d) making Institution Data available to Institution and to those members of the public to whom Institution has granted access or to the general public (for content posted on public areas of the service); and (e) conforming to connecting networks' technical requirements.

3.3 Sharing of Institution Data. The Service includes shared areas available to others you have selected and personal areas where you have not granted access to others. If you share Institution Data with others on the Service, Institution understands and agrees that others with whom Institution has shared Institution Data may use Institution Data. Institution grants to those to whom Institution has permitted access free, nonexclusive permission to use, copy, distribute and display Institution Data solely in connection with the Service.

3.4 Institution's Sole Responsibility. Institution is solely responsible for all Institution Data, including creating, posting, updating, reviewing, managing, maintaining, deleting, editing and otherwise controlling the editorial content thereof (including all content provided by third parties). OCLC will not be responsible for reviewing Institution Data at any time.

3.5 Acceptable Use Policy. Institution will at all times adhere to all applicable laws, rules, regulations and other requirements of any governmental authority having jurisdiction over Institution's use of the Service and to OCLC's then-current OCLC Acceptable Use Policy, a current version of which is attached as Exhibit B. OCLC may, but is not obligated to, inspect Institution Data or investigate any alleged violation of this Agreement, OCLC's policies or any third-party complaints. In the event that OCLC determines in its sole and reasonable discretion that any Institution Data or conduct or actions of Institution (including its employees and users) are objectionable, unlawful, potentially infringing or otherwise violate this Agreement, the Acceptable Use Policy or any other applicable policy, OCLC may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, Institutions and/or third parties. Such corrective action includes, but is not limited to: (a) issuing a warning; (b) immediately suspending or terminating Institution's access to the Service; (c) restricting or prohibiting access to any Institution Data that is objectionable or otherwise violates this Agreement or applicable policy; and/or (d) disabling or removing Institution Data or the content of any third party from OCLC's Systems. Institution will not be entitled to a refund of any fees paid or reimbursed on account of any such action by OCLC.

3.6 Privacy. In using the Service, Institution may collect Patron Data. At all times, Institution shall protect the privacy rights of Patrons and the Patron Data under all applicable laws and regulations. Institution shall obtain and maintain all necessary consents from all Patrons for Institution's and Authorized Users' access to, monitoring, use, disclosure and transfer of Patron Data. Institution is responsible for obtaining any necessary authorizations from Patrons to enable OCLC to provide the Service. In addition, Institution shall post a privacy policy on Institution's web site that, at a minimum, discloses any and all uses of personal information that Institution collects from Patrons, including specifically that Patron Data may be disclosed to OCLC and stored by OCLC.

3.7 Prohibitions. Institution expressly warrants that it will not enter, submit, transfer or store in the Service any of the following types of information: Social Security Numbers, financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, transfer or misuse of such information.

3.8 Warranties. OCLC represents, warrants and covenants to Institution that it possesses all rights necessary to provide the Service as described in this Agreement and any other terms and conditions applicable to the Service. Institution represents, warrants and covenants to OCLC that (a) Institution Data and Institution contributed WorldCat Records and their use will not violate, misappropriate or infringe any proprietary rights or any other personal or privacy right arising under the laws of any jurisdiction of any person or entity; (b) Institution has secured all necessary rights and permissions necessary to grant the rights therein granted by this Agreement and to collect and use Patron Data as described in Section 3.6; (c) Institution will not transmit or allow the transmission of any harmful data or components, including, but not limited to, viruses, worms, trap doors, hidden sequences, Trojan horses, hot keys, time bombs or other malicious code, files, scripts, agents or programs into or through the Service; (d) at all times during the Term of this Agreement, Institution will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws); (e) it has the rights necessary to enter into this Agreement and to grant the rights granted herein; (f) OCLC's and its subsidiaries' and affiliates'

exercise of the rights granted hereunder will not infringe upon or otherwise violate the rights of any third party; and (g) its execution of this Agreement does not violate any previous agreement, oral or written, to which Institutions is a party.

4. Data Security and Disclosure

4.1 Data Security. OCLC has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Patron Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Patron Data, and against unauthorized access to, use or disclosure of Patron Data.

4.2 Data Transfer. As part of providing the Service, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries or agents maintain facilities. By using the Service, Institution consents to this transfer, processing and storage of Institution Data to or by OCLC, and its service providers, affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices.

4.3. Nondisclosure of Patron Data. OCLC shall hold all Patron Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Patron Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Patron Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Patron Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; or (d) as authorized by Institution in writing. OCLC shall undertake efforts reasonably calculated to ensure that OCLC employees, agents, and subcontractors with access to Patron Data are aware of OCLC's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

4.4 Cooperation with Law Enforcement. To the extent permitted by law, OCLC reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal or unauthorized activity involving the Service or any users thereof, violations of applicable laws, to protect OCLC Systems and OCLC's customers and to respond to any violations of this Agreement. Institution agrees that OCLC is authorized to monitor communications into, and out of, OCLC Systems to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this Agreement. Institution further agrees that OCLC may, in its sole discretion, disclose any and all Institution Data including, without limitation, assigned IP numbers, Service history, and Service use to any law enforcement agent for the purposes specified herein or where OCLC receives a facially valid and lawful search warrant, court order, subpoena or other valid legal order from law enforcement officials, without further consent or notification to Institution or Patrons. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with all lawful governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution's Data has or is to be made.

4.5 Third Party Requests. If OCLC receives a Third Party Request, OCLC will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify Institution of its receipt of a Third Party Request in a manner permitted by law; and (b) comply with Institution's reasonable requests regarding its efforts to oppose a Third Party Request.

4.6 Security Breach. OCLC will notify Institution of a Security Breach within seven (7) days of OCLC's verification of a Security Breach. The notification shall include, to the extent possible (a) the identification of each Patron whose data has been, or is reasonably believed to have been accessed, acquired, used, or disclosed; (b) the nature of the Security Breach; (c) the date of, and the date of discovery of, the Security Breach; (d) a brief description of the types of data that were involved; (e) any steps that Patrons should take to protect themselves from potential harm resulting from the Security Breach; and (f) a brief description of OCLC's efforts to investigate the Security Breach, mitigate harm to Patrons, and protect against further Security Breaches. In addition, OCLC shall immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Breach; use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Security Breach; collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Security Breach, which shall meet reasonable expectations of forensic admissibility. Any information OCLC provides to Institution regarding a Security Breach shall be treated as Confidential Information and subject to the requirements of Section 2.8.

4.7 Breach Notification. Institution agrees that it shall be Institution's sole responsibility to determine whether a Security Breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a Security Breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in state, federal or national breach notification laws, including Institution's investigation, enforcement, monitoring, document preparation, Breach

Notification requirements and reporting. Institution shall be solely responsible for notifying all individuals subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

4.8 Audit. OCLC will comply with all reasonable requests and inquiries by Institution to enable Institution to verify that OCLC is in full compliance with its obligations under this Agreement and to allow Institution to meet its obligations under applicable laws. OCLC will conduct a security assessment, network scan, forensic investigation and/or audit of OCLC's data security (as described in Section 4.1) on an annual basis and disclose the results as requested in writing by the Institution. If the Audit reveals that OCLC's data security failed to meet the terms of this Agreement, and any such failure is not promptly remediated, Institution may immediately terminate this Agreement.

5. Fees and Payment Terms.

5.1 General. Within thirty (30) days after the date of invoice, Institution shall pay to OCLC the applicable annual subscription fee, implementation fee (if any) and any other associated fees (if any) for the Service. Fees are exclusive of taxes and Institution shall pay any such taxes invoiced from which Institution is not exempt other than taxes on OCLC's net income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend Institution's access to the Service and terminate this Agreement to an account in delinquent status sixty (60) days or more. Any termination by OCLC for Institution's failure to pay will not relieve Institution from paying past due fees plus interest. In the event of collection enforcement, Institution will be liable for any costs associated with such collection, including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees. Payments shall be made in United States dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

5.2 Non-refundable. All fees are non-refundable, except as otherwise provided herein.

5.3 Implementation Fee. The implementation fee for the Service is a one-time fee, fifty percent (50%) of which will be invoiced upon execution of this Agreement, provided that Institution continues to renew its subscription to the Service annually without interruption. If Institution fails to renew its subscription to the Service and re-subscribes at a later date, Institution will be obligated to pay a new implementation fee in connection with the new subscription.

5.4 Price Changes. OCLC reserves the right to change any fees, provided that: (a) OCLC will provide Institution written notice of the change at least ninety (90) days in advance of the first period for which the change is to become effective; and (b) no such change will be effective for any period within one year after the Effective Date of this Agreement. If Institution does not agree to pay the new fees, Institution may terminate this Agreement by providing written notice to OCLC prior to the effective date of the change.

6. Term of Service.

6.1 Term. This Agreement shall be for an initial term of one (1) year and shall begin on the Effective Date. Thereafter, this Agreement shall automatically renew on an annual basis unless terminated by one of the parties in accordance with this Section 6.

6.2 Termination. This Agreement may be terminated in one of the following ways:

- (a) By Institution for any reason and without cause by providing OCLC ninety (90) days prior written notice;
- (b) By OCLC for any reason and without cause by providing Institution one hundred eighty (180) days prior written notice;
- (c) By OCLC in the event Institution does not pay the fees due hereunder within ninety (90) days of the due date;
- (d) By OCLC if Institution becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, or is subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise;
- (e) By the non-breaching party, if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within ninety (90) days of receiving written notice from the non-breaching party specifying such breach or failure. OCLC reserves the right however to immediately suspend Institution's access to the Service in the event of Institution's material breach to protect OCLC Systems; or
- (f) As otherwise provided in this Agreement, the SLA or the Acceptable Use Policy.

6.3 Refund. Upon any termination of this Agreement, Institution will not be entitled to a refund of any fees paid or reimbursed under this Agreement unless (a) OCLC terminates this Agreement pursuant to 6.2(b); or (b) Institution terminates

this Agreement pursuant to Section 6.2(a) or 6.2(e) in which event, OCLC will promptly refund that portion of any fees pre-paid by Institution for the period after the effective date of termination.

6.4 Effect of Termination. Should this Agreement be terminated for any reason, OCLC will not be liable to Institution because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with Institution's business, or for any other reason whatsoever due to such termination. Institution is solely responsible for procuring any new or replacement service upon termination. Any termination of this Agreement will not relieve Institution of any obligations to pay any fees and costs accrued prior to the termination date and any other amounts owed by Institution to OCLC as provided in this Agreement. Upon termination of this Agreement, the following sections will survive and remain in effect in accordance with their terms: Section(s) 2.7, 2.8, 3.1, 3.2, 4.1, 4.3 & 7.

6.5 Access to Service. Upon termination of this Agreement, Institution's rights to access and use the Service shall terminate and Institution shall cease accessing and using the Service and OCLC shall deactivate all Institution ID's and passwords. Institution shall remove all Tools from any Institution Applications that have incorporated Tools.

6.6 Emergency Security Issues. In the event that there is an Emergency Security Issue, OCLC reserves the right to automatically suspend the offending use. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If OCLC suspends Service access for any reason without prior notice to Institution, at Institution's request, OCLC will provide Institution the reason for the suspension as soon as is reasonably possible. These service suspensions are excluded from service availability calculations.

6.7 Data Disposal. OCLC will provide Institution access to, and the ability to export, Institution Data for ninety (90) days after the effective date of termination, after which, OCLC shall have no obligation to maintain or provide any Institution Data and shall thereafter, unless legally prohibited, retain the right to delete all Institution Data from the Service and OCLC Systems, or otherwise in its possession or under its control. Upon termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply.

7. Indemnification.

7.1 Indemnification by Institution. Except to the extent arising from the intentional or negligent acts of OCLC or its officers, employees, subcontractors and agents, Institution shall, to the extent permitted by law, defend and hold harmless, OCLC, and its subsidiaries, affiliates, officers, agents and employees, against any and all claims, suits, actions, proceedings or demands and all related damages, losses, liabilities, penalties, cost and expenses (including, but not limited to, reasonable attorneys' fees) made by a third party (including, without limitation, any user of the Service) arising out of, relating to or alleging that (a) the Institution Data, Institution contributed WorldCat Records or the use of the Services by Institution (or its officers, employees, subcontractors, and agents) in violation of this Agreement infringes or misappropriates the intellectual property rights or privacy rights of a third party, or violates any laws, regulations, or standards; or (b) Institution Data, Institution contributed WorldCat Records, or the use of the Services have caused any delay, loss, or damages to the OCLC computer systems and to the data of the OCLC users that are hosted on the Service; or arising out of or relating to (i) Institution Data; (ii) Institution's use of the Service; (iii) Institution's connection to the Service; and (iv) Institution's violation of this Agreement.

7.2 Indemnification by OCLC. Except to the extent arising from the intentional or negligent acts of the Institution or its officers, employees, subcontractors and agents, OCLC shall, to the extent permitted by law, defend and hold harmless Institution, against any and all claims, injuries, damages, costs, penalties, actions, losses or suits, including reasonable attorneys' fees, of a third party alleging (a) that Institution's use of the Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party; or (b) arising out of or based on a Security Breach. If a Security Breach occurs and is found to be the result of OCLC's breach of its duty to employ the Information Security and results in a Breach Notification obligation, subject to the limit stated in Section 8.3, OCLC will be liable for reasonable associated costs incurred by Institution in responding to or recovering from said Security Breach.

7.3 Requirement to Notify. The indemnification obligations herein require the indemnified party (a) to promptly deliver to the indemnifying party written notice of any such suit, action, claim or proceeding, together with all notices and other papers related thereto received by the indemnified party; and (b) provide the indemnifying party all information and assistance reasonably requested, together with exclusive authority to investigate, settle and defend such claim, provided that the claim may not be settled unless the settlement unconditionally releases the indemnified party from liability. The indemnified party shall have the right to appoint an attorney to participate in such defense at the indemnified party's expense, provided that such participation does not derogate from the indemnifying party's sole control of the investigation, defense and negotiations for settlement or compromise of the claim.

8. Disclaimers and Limitations.

8.1 Applicable Law. NOTHING IN THESE TERMS, INCLUDING SECTIONS 8.2 AND 8.3, SHALL EXCLUDE OR LIMIT OCLC'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY ONLY THE LIMITATIONS WHICH ARE LAWFUL IN INSTITUTION'S JURISDICTION WILL APPLY TO INSTITUTION AND OCLC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.2 Disclaimer. INSTITUTION ACKNOWLEDGES THAT THE SERVICE AND OCLC'S SYSTEMS ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OCLC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE SERVICE OR OCLC'S SYSTEMS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT THE SERVICES AND OCLC'S SYSTEMS WILL BE UNINTERRUPTED, ALWAYS ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE.

8.3 Limitation of Liability. OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED OR MADE AVAILABLE VIA THE SERVICE, INSTITUTION'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, ANY DELAY OR FAILURE OF THE SERVICE, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF OCLC TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO OCLC BY INSTITUTION UNDER THIS AGREEMENT OVER THE PREVIOUS TWELVE (12) MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY OCLC HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

9. General.

9.1 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

9.2 Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

9.3 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so will be void.

9.4 Force Majeure. Neither party shall be liable for any failure or delay in performance hereunder (other than of an obligation to pay money) due to or resulting from any cause beyond its reasonable control including, but not limited to acts of God, acts of the other party, strikes, shortage or materials, actions of government, fire, adverse weather conditions, disruption of telecommunications or power, or operational failure, provided that the party so affected notifies the other promptly of the commencement and nature of the cause, the corrective steps to be taken and the estimated duration of the delay.

9.5 Headings. Headings herein are for convenience of reference only and will in no way affect interpretation of this Agreement.

9.6 Notice. Except as provided for in Sections 2.3 & 2.5 all notices and other communications required or permitted hereunder, shall be in writing and shall be deemed sufficient if delivered by hand or if sent by certified or registered mail, return receipt requested, to the address of OCLC set forth below and to the address of Institution set forth below, or to such other address as has been furnished by means of a notice given in accordance with this Section:

If to OCLC: OCLC Online Computer Library Center, Inc.
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department

If to Institution: Santa Fe Springs City Library
11700 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director, Hilary Keith
FAX:
E-Mail:

Notice will be effective when received.

9.7 Counterparts. This Agreement may be executed in counterparts and/or via facsimile transmission, any one or form of which will be deemed an original, but all of which will constitute one and the same instrument.

9.8 Severability. If any provisions of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereto agree to attempt to substitute for an invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

9.9 Entire Agreement. This Agreement, together with all exhibits, constitutes the complete and exclusive statement of agreement between the parties, and supersedes all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. Except as otherwise provided herein, this Agreement may not be amended, modified or supplemented except by a writing signed by both parties.

10. Special Terms for Group Orders Only

Where a Group Administrator is ordering the Service on behalf of itself and Group Members, the below paragraphs apply:

10.1 Ordering. Group Administrator may order the Service on behalf of Group Members by completing the relevant portions of the Order Form and agreeing to this Agreement. By placing a group order hereunder (and completing the Order Form), Group Administrator orders authorizations and passwords for the Service, in which case Group Administrator shall be licensed itself to use the Service, subject to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of Group Members listed on the Order Form.

10.2 Group Member's Agreement. Group Administrator hereby agrees as agent for each Group Member that each Group Member shall comply with this Agreement. Group Administrator warrants that it is authorized to bind Group Members thereto and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty, and Group Administrator shall provide each Group Member with a copy of this Agreement prior to OCLC activation of an authorization therefor. Group Administrator shall take all reasonable measures to ensure that Group Members comply with this Agreement.

10.3 Group Member Addition. Where a Group Member is added to the Group subsequent to the Group Administrator's assent to this Agreement, Group Administrator hereby agrees that as agent for the Group Member, Group Member shall comply with this Agreement and Group Administrator will provide a copy of this Agreement to Group Member upon becoming a Group Member.

10.4 Direct Contract. Subject to OCLC acceptance, each order for Group Members shall constitute a direct contract between OCLC and the Group Member.

10.5 Payment by Group Administrator. Group Administrator shall be liable for paying to OCLC all prevailing OCLC charges and applicable taxes for Group Members for the Service. Group Administrator shall not modify such OCLC charges. Within thirty (30) days after the receipt of invoice, Group Administrator shall pay to OCLC the applicable annual subscription fee, implementation fee (if any) and any other associated fees (if any) for the Service. Fees are exclusive of taxes and Group Administrator shall pay any such taxes invoiced from which Group is not exempt other than taxes on OCLC's net income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend Group's access to the Service and terminate this Agreement to an account in delinquent status sixty (60) days or more. Any termination by OCLC for Group Administrator's failure to pay will not relieve Group from paying past due fees plus interest. In the event of collection enforcement, Group will be liable for any costs associated with such collection, including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees. Payments shall be made in United States dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

10.6 Resale. Group Administrator is not a buyer of the Service for resale.

10.7 Relationship. The relationship of the parties hereunder is that of independent contractors, and not employee/employer, agent/principal, partners, joint venturers or franchisor/franchisee. Group Administrator is not authorized to

make any representations or contract commitments on behalf of OCLC, nor to sign or negotiate any changes to any OCLC terms. Any modifications proposed by any Group Member to this Agreement shall be submitted in writing to OCLC in advance for OCLC's prior written approval.

10.8 Non-exclusivity. OCLC's retention of Group Administrator's assistance in making the Service available hereunder shall be on a non-exclusive basis, and nothing herein shall limit OCLC's right to distribute the Service independent of Group Administrator, including to Group Members.

10.9 Other Terms. OCLC shall have the rights and the benefit of all terms set forth in this Agreement, as amended by OCLC from time to time, with respect to this order as a whole and for Group Administrator and each Group Member individually.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement.

CITY OF SANTA FE SPRINGS

OCLC ONLINE COMPUTER LIBRARY CENTER, INC.

By: _____

By: _____

Title: Joseph D. Serrano, Sr., Mayor

Title: Vice President

Date: _____

Date: _____

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the service level and performance objectives of OCLC Online Computer Library Center, Inc. ("OCLC") in providing hosting services (the "Services") to Institution. OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the facilities, server(s), computer equipment, operating software and connectivity used to provide the Services to Institution (collectively, "OCLC's Systems").

1. Uptime Commitment

OCLC will use commercially reasonable efforts to ensure OCLC's Systems are available 99.8% of the time (the "Uptime Commitment"). The Uptime Commitment will be measured as follows:

$$\text{Uptime Commitment} = (T - P - D) / (T - P) * 100\%$$

T=the total number of minutes in the respective month

P=planned outages (which will not exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

D-the total number of minutes of unplanned downtime in the month.

OCLC agrees to notify Institution promptly of any factor, occurrence, or event coming to its attention that may affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Services.

Scheduled maintenance may occur any Sunday from 2:00am to 6:00am ET. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

In the event of a disaster at OCLC's primary data center, OCLC will restore Services in its secondary center within 4 hours of disaster declaration.

Remediation: Post Mortem meetings are held as needed following any outages to identify root cause and specify corrective and/or preventive actions needed to prevent recurrence. Corrective and preventive action plans, as relevant, will be shared with Institution via email.

2. Response Time Commitment

2.1 Response Times. The Service shall provide the following:

95% of Transactions complete within three (3) seconds across ten (10) minute reporting windows during peak business hours (7:00am-9:00pm Eastern Time)

2.2 Measurement: All transactions are measured from system ingress point to system egress point, thus excluding network transit time beyond OCLC data center facilities. OCLC system statistics will be used to measure service performance.

3. Exclusive Remedy.

OCLC will use commercially reasonable efforts to correct any material problems in the Services, including any failure to satisfy the Uptime Commitment. In the event that OCLC fails to satisfy the Uptime Commitment for any two months in a rolling one year period and Institution provides written notice within thirty (30) days of the end of such month for each event, Institution's sole and exclusive remedy will be to receive a service credit equal to the following percentage of the monthly fees for the Services for the stated uptime:

97% to 99%	15%
95% to 96.9%	25%
Below 95%	50%

In no event will the service credit exceed 1/12 of the annual fees paid by Institution for the Services. Institution acknowledges and agrees that if the remedies set forth in this section are applied, any failure of OCLC to meet the requirements in this SLA will not constitute a breach of the Agreement.

4. Systems Management

4.1 Monitoring. OCLC will monitor and maintain OCLC's Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

4.2 Maintenance. OCLC will operate, monitor and administer all servers, applications and networks supporting the Services. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology

4.3 Change Control. OCLC will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain OCLC's Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

EXHIBIT B

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") describes the proper kinds of conduct and prohibited uses of the **Services** provided by **OCLC**. This AUP is not exhaustive and OCLC reserves the right to modify it at any time, effective upon posting of the modified version to www.oclc.org or such other location designated by OCLC. By using OCLC's Services, Institution agrees to abide by the then current version of this AUP.

ANY VIOLATION OF THIS AUP MAY RESULT IN THE SUSPENSION OR TERMINATION OF THE SERVICES AND SUCH ACTION AS OCLC DEEMS APPROPRIATE AS FURTHER DESCRIBED IN THE HOSTING AGREEMENT. ANY REPEATED VIOLATION OF THIS AUP WILL RESULT IN THE TERMINATION OF THE HOSTING AGREEMENT. INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON INSTITUTION'S BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE AUP BY INSTITUTION.

General

The Service enables Institution to host and serve **Institution Data** using **OCLC Systems**. Generally, OCLC does not actively monitor, censor, or directly control any information that is stored on or transmitted over OCLC Systems. OCLC cannot and does not warrant, verify or guarantee the quality, accuracy, safety or integrity of Institution Data or other materials or information that Institution or a third party may post or access through the Service. Institution is solely responsible for all of the Institution Data and Institution's and Institution's users' use of the Service.

No Illegal or Harmful Uses

The Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is strictly prohibited. The following non-exhaustive list describes the kinds of illegal or harmful conduct that are prohibited. OCLC reserves the right to restrict or prohibit any and all uses or content that it determines in its sole discretion is harmful to its systems, network, reputation, good will, other OCLC institutions, or any third party.

- **Infringement.** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization. Infringement may result from the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

- **Offensive Materials.** Disseminating or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Harmful Content.** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- **Fraudulent Conduct.** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, and pyramid schemes); fraudulent submission or use of personal or financial information; or engaging in any practice that constitutes an unfair or deceptive trade practice.
- **Export Violations.** Posting or sending of software or technical information in violation of applicable export controls laws, including, without limitation, the Export Administration Regulations maintained by the Department of Commerce.

Maintenance of Security and Integrity

Violations of system or network security are prohibited, and may result in criminal and civil liability. OCLC will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- **Hacking.** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- **Interception.** Unauthorized monitoring of data or traffic on any network or system of OCLC or any third party.
- **Intentional Interference.** Interference with service to any user, host or network including, but not limited to, denial of service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks.
- **Falsification of Origin.** Forging of any TCP-IP packet header, e-mail header or any part of a

message header. This prohibition does not include the use of aliases or anonymous remailers.

- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as access and storage restrictions.

No E-Mail Abuses

Institution may not distribute, publish, send or incite spam, including, without limitation, commercial advertising, informational announcements, and mail bombing. Institution may not use OCLC's mail server or a third party mail server to relay mail without the express permission of the account holder or the third party site. Posting the same or similar message to one or more newsgroups (including, but not limited to, the use of chain letters, excessive cross-postings or multiple-postings) is explicitly prohibited.

Enforcement by OCLC

OCLC reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of OCLC Systems. As described in the Web-scale Management Services Agreement, OCLC reserves the right and has absolute discretion to (a) enforce this AUP and the terms of the Web-scale Management Services Agreement and (b) remove or disable access, screen or edit any Institution Data that violates these provisions or is otherwise objectionable. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. OCLC also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct by providing network and systems information related to allegedly illegal, harmful or objectionable content.

Attachment 1

OCLC WorldCat® Local Terms and Conditions

1. DEFINITIONS

A. "Service" means the OCLC WorldCat Local Service as made available by OCLC, including, without limitation, WorldCat.org Services, Connector Builder and Connectors to the extent made available by OCLC.

B. "WorldCat.org" means OCLC's Web portal to WorldCat currently located as www.worldcat.org

C. "WorldCat.org Services" means the Data, services and features from WorldCat.org made available by OCLC through the Service. The term "WorldCat.org Services" does not include Connector Builder or Connectors, each of which is addressed by these Terms separately.

D. "End-User" means: (i) an employee of Subscriber; and (ii) a user to whom Subscriber makes its library services available.

E. "WorldCat" means the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC

F. "WorldCat.org Terms" means the OCLC WorldCat.org Services Terms and Conditions which are available to End-Users via a link appearing on the WorldCat.org web pages made available through the Service.

G. "Schedule" means a mutually agreed upon schedule for Subscriber's performance of the responsibilities set forth in Section 3.A below.

H. "Specifications" means applicable Service documentation or, in the absence of such documentation, OCLC's then-current, published service descriptions for the Service.

I. "Data" means bibliographic data and other information (including, without limitation, text, images and other content contributed to WorldCat.org by users) made available by OCLC or its suppliers through WorldCat.org services and features.

J. "Major Functionality" means the Service's ability to perform the following functions with a local library system which is compatible with and supported by the Service: (i) retrieve real-time availability from Subscriber's catalog; (ii) place holds in Subscriber's catalog; (iii) link to Subscriber's resource sharing solution; and (iv) link to Subscriber's full-text OpenURL resolver.

K. "Acceptance Test Period" means the period beginning on the date that OCLC makes the Service available to Subscriber and ending forty-five (45) days thereafter.

L. "Connector Builder" means, to the extent made available by OCLC, an application that enables Subscriber to create Connectors.

M. "Connector" means a data file created by Subscriber using the Connector Builder or obtained by Subscriber from OCLC which controls an End-User's interaction with the web-based search interface utilized by a Subscriber Resource.

N. "Subscriber Resource" means a licensed or other electronic resource that Subscriber is making available to its users as part of its noncommercial library services.

2. AVAILABILITY AND USE OF THE SERVICE

A. OCLC agrees to use its reasonable efforts to provide the Service substantially in accordance with Specifications. Access to certain Data supplied by OCLC's third-party suppliers requires that Subscriber first comply with certain requirements established by

such suppliers. OCLC will inform Subscriber of these requirements as necessary.

B. OCLC may, within its sole discretion, determine, add to, delete from or change at any time the Specifications, features and/or functionality of the Service. In the event any such determination, addition, deletion or change materially reduces Subscriber's rights with respect to the Service, OCLC will provide Subscriber with a refund of that portion of the subscription fee paid by Subscriber which is proportionate to the degree which Subscriber's rights have been reduced; provided Subscriber requests such a refund in writing within thirty (30) days after the effective date of such determination, addition, deletion or change and provides reasonable justification for such request. In the event any such determination, addition, deletion or change results in Subscriber's local library system no longer being compatible with or supported by the Service and such incompatibility or lack of support cannot be resolved through OCLC's commercially reasonable efforts, Subscriber shall have the termination rights set forth in Section 4.C below.

C. (i) OCLC grants Subscriber a nonexclusive, nontransferable right to provide End-Users with access to WorldCat.org Services through the Service interface. Use of WorldCat.org Services by End-Users is governed by the WorldCat.org Terms.

(ii) OCLC also grants Subscriber a nonexclusive, nontransferable right to use Connector Builder and Connectors in accordance with Attachment A to these Terms. In the event of a conflict between Attachment A and the remainder of these Terms with respect to Subscriber's use of Connector Builder or Connectors, the provisions of Attachment A shall control.

D. Subscriber shall provide OCLC with prompt written notice of any unauthorized use of the Service of which Subscriber becomes aware and provide OCLC with such assistance as is reasonably requested by OCLC to halt such unauthorized use.

3. SUBSCRIBER'S RESPONSIBILITIES

A. In preparation for activation of the Service and in support of the use of the Service during the term of this Agreement, Subscriber agrees to perform the following tasks in accordance with the Schedule:

- (i) load Subscriber's records for its collections into WorldCat, including as applicable:
 - o OPAC/reclamation
 - o eSerials holdings
 - o Standalone special collections
- (ii) regularly synchronize Subscriber's online, offline and Cataloging Partners Program cataloging with WorldCat during the term of the Agreement no less frequently than is necessary to accurately represent Subscriber's holdings;
- (iii) index OCLC numbers in Subscriber's local system to support links back to Subscriber's local system;
- (iv) work with OCLC staff to configure and test interoperability with Subscriber's local delivery infrastructure, including but not limited to:
 - o Circulation
 - o Resource Sharing/Interlibrary Loan
 - o Open URL

- (v) work with OCLC staff to identify groups as part of the ranking algorithm, as applicable; and
- (vi) Acquire and maintain Internet and other telecommunications connections, services, equipment and facilities necessary to exercise Subscriber's rights hereunder.

B. Subscriber may configure and test the Major Functionality during the Acceptance Test Period. If, during the Acceptance Test Period, OCLC receives notice from Subscriber of any failure of Major Functionality to conform with the Specifications in any material respect, OCLC shall use its reasonable efforts to resolve the non-conforming Major Functionality. Upon OCLC communicating to Subscriber that the nonconforming Major Functionality has been corrected, Subscriber shall have the remainder of the Acceptance Test Period to configure and test the revised Service, and to notify OCLC of any remaining nonconforming Major Functionality. (For example, if OCLC receives notice from Subscriber of nonconforming Major Functionality on the twentieth (20th) day of the Acceptance Test Period, Subscriber would have twenty-five (25) days after OCLC communicates to Subscriber that the nonconforming Major Functionality has been corrected to configure and test the revised Service and notify OCLC of any remaining nonconforming Major Functionality.) If OCLC does not receive notice from Subscriber of nonconforming Major Functionality during the Acceptance Test Period or during the remainder of the Acceptance Test Period after OCLC has provided the revised Service in response to Subscriber's notice of nonconforming Major Functionality, then Subscriber shall be deemed to have accepted the Service and Major Functionality as of the expiration of the Acceptance Test Period. OCLC'S OBLIGATION TO EXERT ITS REASONABLE EFFORTS OVER A REASONABLE PERIOD OF TIME TO CORRECT NONCONFORMING MAJOR FUNCTIONALITY SHALL BE OCLC'S SOLE LIABILITY AND SUBSCRIBER'S SOLE REMEDY FOR FAILURE OF THE SERVICE AND/OR MAJOR FUNCTIONALITY TO PASS ACCEPTANCE TESTING.

C. Subscriber shall provide OCLC with such assistance and access to Subscriber's computer systems (by attaching to web services and/or screen scraping access to the OPAC) as is reasonably requested by OCLC to support the proper functioning of the Service, including, without limitation, permitting OCLC to run regular, automated scripts against Subscriber's local library system for purposes of determining that the Service is functioning properly. Subscriber is responsible for backing-up all existing data, software, and programs before receiving such support from OCLC.

D. Subscriber agrees that OCLC's obligations to provide the Service hereunder are expressly conditioned upon: (i) Subscriber's full performance of the responsibilities set forth in Section 3.A above in accordance with the Schedule; and (ii) Subscriber's timely cooperation and assistance as described in Section 3.C above. Subscriber's failure to so perform these responsibilities and/or provide this cooperation and assistance may result in OCLC's inability to provide the Service. OCLC shall have no liability as a result of its inability to provide the Service as a result of Subscriber's failure to perform its responsibilities in accordance with the Schedule or provide timely cooperation and assistance as required above.

4. SUPPORT

A. During preparation for implementation of the Service and for thirty (30) days after activation of the Service (i.e., the date on which the Service is first made available to End-Users), OCLC will provide Subscriber with reasonable levels of assistance to configure the Service. Thereafter, changes to Service configuration are limited to those that can be made by Subscriber using the administrative module provided by the Service. Subscriber may contact OCLC's Help Desk for assistance using the administrative module. Except to the extent Subscriber's employees are the recipients of the support

described in this Section 4, OCLC has no obligation to provide support services to End-Users.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. EXCEPT AS PROVIDED IN SECTION 2.A ABOVE, THE SERVICE IS PROVIDED "AS IS". OCLC AND ITS SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. DATA (IF ANY) RELATED TO THE COPYRIGHT STATUS OF A PUBLICATION OR OTHER ITEM FOR WHICH A RECORD IS AVAILABLE THROUGH THE SERVICE: (i) IS COMPILED BY OCLC OR ITS SUPPLIERS USING REASONABLE EFFORTS; (ii) IS PRESENTED SOLELY FOR INFORMATIONAL PURPOSES; (iii) DOES NOT CONSTITUTE LEGAL ADVICE; AND (iv) IS NOT TO BE CONSIDERED OR RELIED UPON AS A SUBSTITUTE FOR INDEPENDENT VERIFICATION OF COPYRIGHT STATUS.

B. IN NO EVENT, EVEN IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, SHALL OCLC'S LIABILITY HEREUNDER EXCEED THE REFUND OF THE ANNUAL SUBSCRIPTION FEE PAID BY SUBSCRIBER HEREUNDER PRORATED FROM THE DATE OF THE EVENTS RESULTING IN SUCH LIABILITY.

C. NEITHER PARTY SHALL HAVE ANY LIABILITY OR OBLIGATION TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF WHETHER A PARTY FORESAW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. MISCELLANEOUS

A. "OCLC", "WorldCat", "WorldCat.org" and the WorldCat logo are trademarks/service marks of OCLC Online Computer Library Center, Inc. Third-party product, service and business names are trademarks/service marks of their respective owners. Subscriber shall not alter or obscure any trademark/service mark appearing in the Service, and shall do nothing to damage the goodwill embodied therein. OCLC and/or its suppliers own all rights, title and interest, including, without limitation, all intellectual property rights, in and to the Service. Except as expressly provided for in these Terms, Subscriber and End-Users acquire no rights in or to the Service.

B. These Terms (including any Attachments hereto) constitute the complete, final and exclusive statement of the parties' agreement with respect to the subject matter hereof and are not intended to confer upon any person other than the parties hereto any rights or remedies. No purchase orders or other forms Subscriber submits shall apply to modify or supplement this Agreement. These Terms may be modified only by means of a written document executed by each of the parties.

D. Subscriber may not assign or otherwise transfer its rights or obligations under this Agreement without OCLC's prior written consent, which will not be unreasonably withheld. OCLC may assign its rights and/or delegate its obligations under this Agreement by providing Subscriber with written notice at least thirty (30) days prior to the effective date thereof.

E. OCLC and its suppliers shall not be liable for any failure or delay in performance hereunder due to any cause beyond its/their reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay, failure or other difficulties with telecommunications networks.

F. The Service may not be accessed or used by entities or individuals who are or become subject to United States trade restrictions. The Service may be used only in full compliance with U.S. export regulations. Subscriber shall be the exporter and importer of record in connection with the Service as delivered by OCLC to Subscriber outside the United States, and Subscriber shall pay and/or comply with all applicable export and import laws, customs, regulations tariffs, duties and fees, and procurement, data and technology transfer laws. OCLC's obligations hereunder are contingent upon necessary export licenses being obtained from federal agencies of the United States.

G. Unless another method is expressly permitted by these Terms, any notices required to be given by either party pursuant to these Terms shall be in writing and shall be deemed sufficient if delivered by hand or sent by certified mail, return receipt requested, to the address of the other party as set forth on the Order Form.

H. Subscriber shall not omit, obscure or hide from any End User any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret, usage limitation or any logo, splash screen or any other terms and/or conditions intended to be displayed to an End User by OCLC.

I. Any waiver of any provision of this Agreement must be in writing and signed by the party against whom the waiver is to be enforced.

J. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

K. OCLC's collection and use of any personal information submitted via the Service (if any) is governed by OCLC's Privacy Policy, which can be accessed at <http://www.oclc.org/worldcat/policies/privacy/>.

Attachment A
to
OCLC WorldCat® Local Terms and Conditions

1. OCLC grants Subscriber a nonexclusive, nontransferable license to: (A) download and use the Connector Builder internally to create Connectors; and (B) use Connectors internally solely to control an End-User's interaction with the web-based search interface utilized by a Subscriber Resource. Subscriber shall not (and shall not permit others to):
 - (i) use the Connector Builder or any Connector for any commercial purpose, in any manner not expressly authorized by this Attachment or in any unlawful manner;
 - (ii) alter, modify, adapt, reverse engineer, reverse assemble or decompile the Connector Builder;
 - (iii) copy the Connector Builder to a greater extent than is necessary for its licensed use;
 - (iv) use the Connector Builder or Connectors to:
 - (a) aggregate or enable the searching of or access to the online catalogs of libraries, museums, archives, information repositories or other persons or entities;
 - (b) enable searching of or access to content, data or resources other than Subscriber Resources; or
 - (c) enable the unauthorized or infringing searching of, access to or use of content, data or resources (including, without limitation, Subscriber Resources).
 - (v) remove any copyright or other proprietary rights notices or terms and conditions that OCLC has included with the Connector Builder or Connectors; or
 - (vi) transfer (by sale, resale, license, sublicense, download or otherwise), distribute, disclose, display or permit third-party use of the Connector Builder or (except as required by Section 3 below) Connectors.
2. Subject to the terms and conditions of this Attachment A, Subscriber shall retain ownership rights in and to the Connectors it creates hereunder.
3. Subscriber shall provide OCLC with a copy, in a mutually agreed upon format and via a mutually agreed upon delivery method, of each Connector that Subscriber creates (including all fixes, modifications, enhancements and updates thereto) and each Connector received from OCLC that Subscriber has fixed, modified, enhanced or updated. Subscriber hereby grants to OCLC, its subsidiaries and affiliates and their respective members, participants, users, sublicensees and designees, without further consideration, a perpetual, non-exclusive, world-wide, royalty-free, sublicenseable, transferable right to copy, display, publish, prepare derivative works from, distribute and use each Connector and each fix, modification, enhancement and update thereto that Subscriber is obligated to provide to OCLC pursuant to this Section 3 under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Subscriber. Subscriber warrants to OCLC and its subsidiaries and affiliates that Subscriber possesses all rights necessary to grant the foregoing rights.
4. If necessary to permit an End-User to interact with a Subscriber Resource through a Connector, Subscriber shall provide OCLC with Subscriber's password and other authentication credentials required to access the Subscriber Resource. (If required, Subscriber will promptly obtain the permission of the publisher or other supplier of the Subscriber Resource prior to providing such information to OCLC.) OCLC may only use Subscriber's passwords and other authentication credentials internally solely as necessary to permit interaction with the relevant Subscriber Resource through a Connector.
5. Sections 3 and 4 of this Attachment shall survive expiration of the Agreement or termination of the Agreement for any reason.



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Solid Waste Collection Rate Adjustments

RECOMMENDATION

1. That the City Council approve the changes to the attached Commercial & Industrial Solid Waste Collection Rate Schedule, which reflect a 2.8% CPI increase and an increase in the Overweight Limit from \$60/ton to \$100/ton; and,
2. That these changes go into effect January 1, 2012


BACKGROUND

In accordance with Resolution No. 9323 adopted on June 6, 2011, the Solid Waste Haulers (Haulers) are entitled to an annual increase in collection rates for Commercial and Industrial (C&I) accounts to go into effect January 1, equal to the change in the October to October Consumer Price Index (CPI). This year the October to October CPI increase was 2.8%. Council approval is only required if the Haulers seek rate adjustments in excess of the CPI, which they are not.

It should be noted that four years ago the Council granted the Haulers the ability to automatically pass-through changes to landfill tipping fees to their C&I customers by increasing C&I solid waste collection rates by 30% of the percentage increase in tipping fees imposed by the County Sanitation District at such time that tipping fee increases go into effect. However, the Sanitation Districts has determined that there will be no increase in tipping fees this year. Therefore, there will be no "pass-through" component to the C&I solid waste rate increase (i.e., the totality of the C&I rate increase will be 2.8%, which is noted on the attached rate sheet).

Although, per Resolution No. 9323, the rate increase does not require Council approval (because it is limited to the CPI increase), the haulers have requested to increase the penalty charged to "Roll Off Box" and "Compactor" customers who exceed the maximum weight limits; from \$60 per weight ton to \$100. This change would not affect the rates per se, but would be assessed when tonnage exceeds the maximum allowable weight. This charge is meant to deter "over-filling" incidents, which can subject the Haulers to significant State fines through the CHP. Staff is supportive of this change and recommends that the Council approve the resultant change to the fee sheet.

Lastly, please note that none of the above affects residential customers.


Thaddeus McCormack
City Manager

Attachment

Proposed Schedule of Commercial & Industrial Solid Waste Collection Rates
Resolution No. 9323

DRAFT

SCHEDULE OF COMMERCIAL & INDUSTRIAL SOLID WASTE COLLECTION RATES
EFFECTIVE JANUARY 1, 2012
 (THESE RATES INCLUDE THE 12% RECYCLING SURCHARGE ON COMMERCIAL/INDUSTRIAL)

RATES CHARGED MAY NOT FALL BELOW MINIMUM OR EXCEED MAXIMUM

	1 CU. YD. BIN		2 CU. YD. BIN		3 CU. YD. BIN		4 CU. YD. BIN*		6 CU. YD. BIN	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
1 X WEEK	111.61	139.50	141.24	176.54	170.94	213.68	200.63	250.83	259.65	324.58
2 X WEEK	185.84	232.31	230.46	288.09	275.04	343.82	319.63	399.54	398.30	497.89
3 X WEEK	260.24	325.29	319.67	399.62	379.16	473.93	438.64	548.23	536.95	671.11
4 X WEEK	334.16	417.76	408.81	511.05	483.24	604.06	557.67	697.07	675.59	844.46
5 X WEEK	408.83	511.05	498.17	622.69	587.38	734.22	676.58	845.75	814.21	1017.78
6 X WEEK	483.24	604.06	587.38	734.22	691.45	864.27	795.52	994.32	952.92	1191.12

TEMPORARY BIN SERVICE (3 CU. YD. BIN)* 143.92

ROLL OFF BOXES

10 CUBIC YARD	658.19	822.65	658.19
20 CUBIC YARD	658.19	822.65	658.19
30 CUBIC YARD	658.19	822.65	658.19
40 CUBIC YARD	658.19	822.65	658.19

COMPACTORS

40 CUBIC YARD	852.54	925.47
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MAXIMUM WEIGHT LIMITS

ROLL OFF BOXES	6 TONS**
COMPACTORS	9 TONS**

**A \$60.00/TON CHARGE WILL BE LEVIED ON TONNAGE OVER THESE MAXIMUMS

ANNUAL RESIDENTIAL REFUSE RATE \$241.78 (\$20.15/mo) **NO CHANGE**

*New Service as of 1/01/12

RESOLUTION NO. 9323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING MINIMUM AND MAXIMUM RATES FOR THE COLLECTION OF GARBAGE AND REFUSE FROM COMMERCIAL/INDUSTRIAL AND RESIDENTIAL ESTABLISHMENTS IN THE CITY.

WHEREAS, Resolution No. 5257 provides that commercial/industrial and residential rates would be changed each July 1 to reflect changes in the ALL Urban Consumers Price Index for the Los Angeles/Anaheim/Riverside Area for the twelve month period ending the previous March 31; and

WHEREAS, the July 1 time frame for rate changes has worked well for the City, the franchise holders, and residential customers as it relates to residential rates; and

WHEREAS, the July 1 time frame has had the unintended consequence of subjecting commercial/industrial customers to two (2) rate changes per year; and

WHEREAS, it would be more convenient for the City, the franchise holders, and commercial/industrial customers if the rates for commercial/industrial services would be changed on January 1; and

WHEREAS, in that regard, it would be more convenient to utilize the ALL Urban Consumers Price Index for the Los Angeles/Anaheim/Riverside Area for the twelve month period ending the previous October 31 for the purpose of devising commercial/industrial rates.

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

Section 1. Henceforth collection rates for commercial/industrial establishments will be changed on January 1 to reflect the change in the ALL Urban Consumers Price Index for the Los Angeles/Anaheim/Riverside Area for the twelve month period ending the previous October 31.

Section 2. Henceforth collection rates for residential establishments will be changed on July 1 to reflect the change in the ALL Urban Consumers Price Index for the Los Angeles/Anaheim/Riverside Area for the twelve month period ending the previous March 31.


Section 3. If the franchise holders should feel that they should receive rate increases on a given anniversary date in excess of that granted based on the CPI, they should submit to the City an audit based on specifications approved by the City.

Section 4. Charges for service beyond normal service such as that involving excessive lifting, carrying, or hand work shall be negotiated between the customer and the contractor. The customer may appeal to the City Manager charges made by a contractor and either may appeal the City Manager's decision to the City Council. The City Council's decision shall be final.


Section 6. The City Council, notwithstanding the provisions of this resolution, may from time to time, change, raise, or lower garbage and refuse collection rates and charges in the Council's discretion.

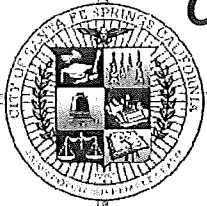
Section 7. This resolution supersedes Resolution No. 5257 and any other provisions inconsistent herewith.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs, California, at a regular meeting thereof held this 6th day of June, 2011.


MAYOR

ATTEST:


DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Authorization to Issue Request for Bids for the Replacement of Heating and Air Conditioning Units at Various City Facilities

RECOMMENDATION

That the City Council authorize the Director of Public Works to issue Request for Bids for the Replacement of Heating and Air Conditioning Units at Various City Facilities.

BACKGROUND

The City Council approved Resolution No. 9249 on August 8, 2010, in connection with the Energy Efficiency and Conservation Block Grant Program (EECBG) available through the California Energy Commission. Resolution No. 9249 authorized staff to submit a grant application to replace up to 31 heating and air conditioning (HVAC) units at various City facilities, authorized the City Manager to execute an EECBG grant agreement for \$95,064, and authorized a City contribution of \$78,411.

Staff is requesting City Council authorization to issue a Request for Bid (RFB) to replace up to 26 HVAC units at various City facilities. These units and their location are identified on an Inventory of HVAC Units contained in the attached RFB document. Staff anticipates recommending a contract award at the first City Council meeting in January, 2012.

Due to mechanical failure, four (4) HVAC units from the list of 31 have been replaced separately from the grant program scope of work. These four units were separately bid. These units are located at the Betty Wilson Center (2), Lake Center Snack Bar (1) and the Heritage Park Café (1). In addition, staff has determined that the HVAC unit for the Caboose is relatively new and does not require replacement at this time.

The estimated cost to replace the 26 HVAC units is consistent with the grant amount and City contribution. The EECBG grant reimburses HVAC replacement costs based on the HVAC unit size (tons). The grant will reimburse the cost of installing the HVAC unit at \$1,000 per ton. The City's contribution will pay for all additional costs not covered by the grant. The 26 HVAC units to be replaced have an aggregate unit size of 96 tons.

Please be advised that reducing the number of HVAC units from the EECBG grant scope of work requires executing a EECBG grant amendment. Staff will be requesting City Council authorization for the City Manager to execute the grant amendment at a subsequent meeting.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: November 30, 2011

FISCAL IMPACT

The EECBG grant will reimburse the first \$95,064 of the total cost to replace up to 26 HVAC units. The City's contribution will pay for costs not covered by the grant.

INFRASTRUCTURE IMPACT

The replacement of up to 26 HVAC units at various City facilities will result in increased energy efficiencies and long-term energy cost savings to the City. The total annual energy savings from the replacement HVAC units is currently estimated to be 60,000 kilowatt hours. The cost savings resulting from this reduction in energy usage is projected to be approximately \$8,500 per year.

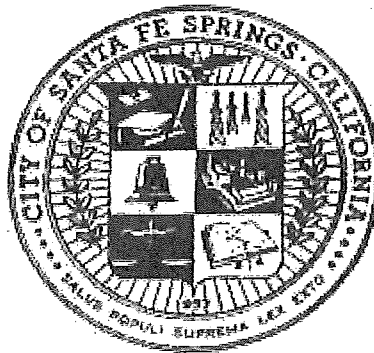


Thaddeus McCormack
City Manager

Attachment(s):
Request for Bid

CITY OF SANTA FE SPRINGS

REPLACEMENT OF HEATING AND AIR CONDITIONING UNITS AT VARIOUS CITY FACILITIES



REQUEST FOR BIDS

DEPARTMENT OF PUBLIC WORKS

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO**

OWNER

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7611
FAX (562) 409-7561
Contact: Noe Negrete, Project Manager

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NOTICE INVITING SEALED BIDS
FOR
REPLACEMENT OF HEATING AND AIR CONDITIONING
UNITS AT VARIOUS CITY FACILITIES
IN THE CITY OF SANTA FE SPRINGS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Fe Springs as AGENCY, invites sealed bids for the above-stated project and will **receive such bids in the City Engineer's Office**, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 11:00 a.m. on Tuesday, January 10, 2012.**

Bids will be publicly opened and read at 11:30 a.m. in the City Council Chambers, located at 11710 Telegraph Road, Santa Fe Springs on January 10, 2012. Bidders or their authorized agents are invited to be present for the opening of bids.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for removing, recycling and replacing twenty six (26) existing HVAC units and air handlers (if applicable). The new HVAC units shall be fully operational at the completion of the job. All required adjustments to the existing electrical, gas thermostats, registers, platform and plenum shall be included. All duct work, electrical and tie-in to the existing system shall be the responsibility of the contractor. The unit shall be fully operational for both heating and cooling from the thermostats where they are currently located in each City facility. Any needed roof modifications shall be made leak free and the appearance of the roof shall be equal or better than the condition of the roof prior to installation.

A mandatory pre-bid field meeting has been scheduled for Thursday December 15, 2011 at the Municipal Services Yard, which is located at 12636 Emmens Way, Santa Fe Springs. The meeting will begin promptly at **8:00 a.m.** A City representative will be in attendance to summarize the project goals and answer any questions. This meeting will be followed by on-site visits to each of the City facilities listed on the attached HVAC Unit Inventory. **Attendance is mandatory. The City will not accept bids from contractors who do not attend this meeting and the site visits.**

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are attached.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor. Affirmative action to ensure against discrimination in employment

practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Special attention is called to Section X of the Special Provisions regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a valid State Contractor's License Class "C-20" at the time this contract is awarded. The successful Contractor and all subcontractors will also be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 30 days. The award, if made, will be made to the lowest responsible bidder as so determined by the AGENCY.

Further information regarding this project can be obtained by calling the Public Works Department, Engineering Division, at (562) 409-7540.

BY ORDER OF the City of Santa Fe Springs.

DONALD K. JENSEN, CITY ENGINEER
CITY OF SANTA FE SPRINGS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms, which are provided by the AGENCY. The Proposal shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection.

PREPARATION OF BIDS

Bids must be submitted on the prescribed forms. Bid prices must be filled in, IN INK in both unit prices and amounts, and must be noted with clear distinction in dollars and cents. In case of discrepancy between unit prices and amounts, unit prices will govern. Erasures or other changes must be noted over the signature of the bidder. The AGENCY will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR REPLACEMENT OF HEATING AND AIR CONDITIONING UNITS AT VARIOUS CITY FACILITIES - DO NOT OPEN WITH REGULAR MAIL." The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the AGENCY'S designated official at the office of the City Engineer at City Hall, 11710 E. Telegraph Road prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated hour in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the designated City Official.

REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed with the classification as indicated in the Notice Inviting Bids, in accordance with the provision of Chapter 9, Division 3 of the Business and Professions Code. If a Federal Aid Project Number is shown on the plans or in the Special Provisions, Public Contract Code Section 10164 takes precedence.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding discrepancies or omissions in the Bid Document shall be communicated to the Engineer, in writing, by letter, fax or e-mail, not less than five (5) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of and contract documents.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without

interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

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

TAXES

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

BIDDERS INTERESTED IN MORE THAN ONE BID

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

CONTRACTOR'S LICENSE DECLARATION

Bidders are notified that a Contractor's License Declaration is required to be executed in accordance with the Section 7028.15(e) of the Business and Professions Code and submitted with the bid.

EXAMINATION OF SPECIFICATIONS AND WORK SITE

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

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

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY not less than five (5) working days prior to the

opening of bids. Requests for consideration of equivalents must be submitted in writing, allowing sufficient time for complete consideration of all specifications, samples, references, tests and other details to the full satisfaction of the AGENCY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Specifications and other contract documents, and to full compliance therewith.

LIABILITY INSURANCE REQUIREMENTS

Special attention is directed to Section X of the Special Provisions regarding liability insurance. Contractors who cannot comply should not bid.

WAGE SCALE

The Contractor shall pay to all workmen engaged in the work, the **prevailing rates of wages** for public works contracts, as determined by the Director of the Department of Industrial Relations (DIR) of the State of California. A copy of said determination is attached. General prevailing wage determinations by DIR are also available on the Internet at www.dir.ca.gov.

Contractor shall forfeit, as penalty to City, the sum of \$25.00 or higher amount as set by statute, for each calendar day, or portion thereof, for each worker employed who is paid less than the stipulated prevailing rates for such work or craft in which said workman is employed for any work done under this contract, by Contractor or by any subcontractor in violation of the provisions of this agreement.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder as determined solely by the AGENCY. The AGENCY reserves the right to award the bid or the bid alternate, if applicable to the lowest responsible bidder. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 30 days, all as may be required to provide for the best interests of the AGENCY, including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Estimate and budget.

Contractor selected by the AGENCY to complete this project must be able to perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price with the exception, if any of Specialty Items as addressed in the Standard Specifications. Contractor must also be able to provide past project documentation and references that demonstrate that Contractor has successfully completed projects of similar scope and size within the past thirty-six (36) months.

BID PROPOSAL
FOR
REPLACEMENT OF HEAT AND AIR CONDITIONING
UNITS AT VARIOUS CITY FACILITIES

To the City Engineer:

In accordance with the Request for Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the contract documents therefore, and to perform all work in the manner and time prescribed therein.

In the case of discrepancies in the amounts bid, the unit prices shall govern over the total amount. Erasures or other changes must be noted over the signature or initials of the bidder.

If this bid proposal is accepted for award, Bidder agrees to enter into an agreement with City at the lump sum prices set forth in the following Bid Schedule.

BID SCHEDULE
REPLACEMENT OF HEATING AND AIR CONDITIONING
UNITS AT VARIOUS CITY FACILITIES
CITY OF SANTA FE SPRINGS

Remove existing HVAC equipment, furnish, and install new HVAC equipment as specified in Exhibit A, complete and in place at the following locations:

<u>UNIT</u>	<u>LOCATION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
1.	Municipal Services Yard - Police Services Area (Roof)	1	L.S.	\$ _____
2.	Municipal Services Yard - Police Services Area (Roof)	1	L.S.	\$ _____
3.	Municipal Services Yard - Police Services Area (Roof)	1	L.S.	\$ _____
4.	Heritage Park - Ranger Station	1	L.S.	\$ _____
5.	Heritage Park - Carriage Barn	1	L.S.	\$ _____
6.	Heritage Park - Carriage Barn	1	L.S.	\$ _____
7.	Heritage Park - Train Depot	1	L.S.	\$ _____
8.	Clarke Estate (Roof)	1	L.S.	\$ _____
9.	Clarke Estate (Roof)	1	L.S.	\$ _____
10.	Clarke Estate (Roof)	1	L.S.	\$ _____
11.	Clarke Estate (Roof)	1	L.S.	\$ _____
12.	Clarke Estate (Roof)	1	L.S.	\$ _____
13.	Police Services Center (Roof)	1	L.S.	\$ _____
14.	Police Services Center (Roof)	1	L.S.	\$ _____
15.	Police Services Center (Roof)	1	L.S.	\$ _____
16.	City Hall - Telephone Room	1	L.S.	\$ _____
17.	Los Nietos ChildCare Center Office - Lower Level	1	L.S.	\$ _____

<u>UNIT</u>	<u>LOCATION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
18.	Los Nietos ChildCare Center Office - Upper Level	1	L.S.	\$ _____
19.	Santa Fe Springs Athletic Fields	1	L.S.	\$ _____
20.	Betty Wilson Center - Recreation Office	1	L.S.	\$ _____
21.	Betty Wilson Center - Social Hall	1	L.S.	\$ _____
22.	Acticity Center - AC #5 (Roof)	1	L.S.	\$ _____
23.	Acticity Center - AC #3 (Roof)	1	L.S.	\$ _____
24.	Acticity Center - AC #2 (Roof)	1	L.S.	\$ _____
25.	Acticity Center - AC #7 (Roof)	1	L.S.	\$ _____
26.	Acticity Center - AC #1 (Roof)	1	L.S.	\$ _____

TOTAL AMOUNT BID IN FIGURES:

\$ _____

TOTAL AMOUNT BID IN WORDS:

If awarded the contract for the work, the undersigned hereby agrees to sign said Agreement and to furnish the necessary insurance certificates within five (5) working days from the date upon which the City Engineer mails to the undersigned, first class mail, postage prepaid, a notice informing the undersigned that the AGENCY has awarded such contract to the undersigned.

The undersigned bidder hereby represents as follows:

That no representation, oral or in writing, of the AGENCY, its officers, agents, or employees has induced the Contractor to enter into this contract excepting only those contained in this form or contract and the papers made a part hereof by its terms.

Dated this _____ day of _____, 20__.

NAME OF BIDDER: _____
(Please type or print)

BY: _____

BUSINESS ADDRESS: _____

TELEPHONE (____) _____

FAX No. (____) _____

REFERENCES

Please list a minimum of three references for similar construction work within the past three years. Include the City or Company's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. Contractor qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Engineer.

1. Agency: _____

Phone No.: _____ Contact: _____
Project: _____ Year Maintained _____
2. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Maintained _____
3. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Maintained _____
4. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Maintained _____

Note: The Contractor may attach previously prepared reference sheets in lieu of completing this form

SPECIAL PROVISIONS

The City is soliciting bids from firms that can perform the Scope of Work (as stated below) and can demonstrate experience accordingly. Experience must be documented on the attached reference sheet and must include a minimum of three references for similar projects performed over the last three years. The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a valid State Contractor's License Class "C-20" at the time this contract is awarded. The successful Contractor and all subcontractors will also be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

I. SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for removing, recycling and replacing twenty six (26) existing HVAC units and air handlers (if applicable). The new HVAC units shall be fully operational at the completion of the job. All required adjustments to the existing electrical, gas thermostats, registers, platform and plenum shall be included. All duct work, electrical and tie-in to the existing system shall be the responsibility of the contractor. The unit shall be fully operational for both heating and cooling from the thermostats where they are currently located in each City facility. Any needed roof modifications shall be made leak free and the appearance of the roof shall be equal or better than the condition of the roof prior to installation.

Storage. The contractor's operations and storage of materials shall be limited to a designated area, and such space shall be kept clean and orderly at all times. The contractor shall employ all safety measures during operations for the prevention of fire.

General Information. The contractor shall at all times take necessary steps to protect the public and all property from damage during his operations, and shall be responsible for any and all kinds of damage to the work or property caused by the contractor's employees.

All products shall be first quality, and comply with applicable health, safety, and environmental regulations.

Installation. The contractor shall be responsible for removal, hauling, recycling and installation of the HVAC units. Bid proposal shall include crane, hauling, recycling fees and certified structural engineering calculations for any unit over 400 pounds associated with the scope of work.

The roof units require two (2) copies of site plans, structural calculations, and plans for how the new unit frame will be tied into the existing roof structure. Structural calculations shall be submitted to Building and Safety for review and approval prior to permit issuance.

The Contractor shall be responsible for T-Bar ceiling removal and replacement and all electrical connections. Pressure testing of units required by permit shall be included in the bid. Subsequent repairs to the system(s) for passage of pressure test will be addressed through a change order(s).

Clean up and Safety. During the progress of the work, safety shall be of the utmost importance at all times, and the contractor shall safeguard persons during the progress of the work by providing barricades and appropriate lights to warn of obstruction. Safety harnesses are used where required. Hard hats shall be worn for all overhead and crane work. Upon completion of the work and before acceptance and final payment shall be made, the contractor shall clear the entire project and all grounds occupied in connection with the work of all rubbish, excess material, and any other debris caused by his operations.

Work must be performed in a manner that will not disrupt the activities and staff in affected building.

Materials. All materials used for connections, ducting, roof repair, construction shall meet all local, state and federal building and construction codes.

Existing Units. Existing units are indentified on the attached HVAC unit inventory list, Exhibit A.

Replacement Units. Replacement units are indentified on the attached HVAC unit inventory list, Exhibit A.

Workmanship. All work shall be done by experienced, skilled craftsmen.

II. TIME FOR COMPLETION

The Contractor shall complete all work in every detail by May 18, 2012. Contractors unable to meet the schedule are encouraged not to bid. Contractor shall provide detailed schedule of work within (5) five days of award of contract.

III. LICENSES, PERMITS, ETC.

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the services requested by the City. This includes a building construction permit issued by Los Angeles County, if required. The Contractor represents and covenants that it shall, at its sole cost and expense, keep in effect at all times

during the term of the Agreement, should an award be made, any license, permit, or approval which is legally required for it to legally conduct business.

The Contractor shall at all times during the term of the Agreement, should an award be made, maintain a current City Business License and a California State Contractor's License. Additionally, the Contractor must complete a SB 179 form and return to the City prior to the commencement of any work on this project.

IV. COMPLIANCE WITH APPLICABLE LAW

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City, whether now in force or subsequently enacted. The Contractor shall provide proper training for employees to ensure compliance to all applicable rules, regulations and safety requirements required to provide the services requested by the City.

V. INDEPENDENT CONTRACTOR

Neither the Contractor nor the Contractor's employees are employees of the City and are not entitled to any rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment or worker's compensation insurance.

VI. STANDARD OF CARE

The Contractor, in performing any services, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work. The Contractor must employ sufficient personnel to perform all work as described in the Scope of Work. The Contractor shall furnish all labor, equipment and required materials, chemicals, and all other supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

VII. WORK SCHEDULES

All work must be accomplished within the hours (7:30 a.m. to 5:00 p.m.) unless otherwise approved by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

VIII. CONTRACTOR'S EMPLOYEES

The Contractor certifies that employees providing services under terms, conditions and Scope of Work are paid at least the minimum **prevailing wage** in accordance with State law. The Contractor shall submit to the City representative a list of all employees who are authorized to work within the limits of the City. The Contractor shall employ legally documented residents and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

IX. WEEKLY CERTIFIED PAYROLL

The Contractor is required to submit a weekly statement with respect to the wages paid each employee during the preceding week. This payroll reporting requirement is mandatory for contractors and subcontractors performing work on federally financed or assisted construction contracts. This contract is partially financed with Federal funds. U.S. Department of Labor Form WH-347 will be attached to the contract for the Contractor's Optional Use.

X. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees and agents, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the negligent or willful acts or omissions of the Contractor, its officers, employees or agents, during the performance of maintenance under the Agreement, should an award be made.

X. LIABILITY INSURANCE

The Contractor, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of the Agreement, should an award be made.

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained.

- A. Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, worker's compensation insurance for all his employees engaged on or at the site of the project, and in case any of his work is sublet, the Contractor shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's

employees, unless such employees are covered by the protection afforded by the worker's compensation insurance carried by the Contractor.

- B. Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the Agency from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this contract. The amount of such insurance shall be as hereinafter set forth. The Contractor shall require the Subcontractors, if any, to take out and maintain similar public liability and property damage insurance. The amounts of such insurance shall be as hereinafter set forth.

In case any work under this contract is to be performed on or at the site of the project by a Subcontractor, the Contractor shall also take out and maintain such Contractor's contingent or protective insurance as will protect him and the Agency from damage claims arising from the operations of any Subcontractor, the amounts of such insurance as hereinafter set forth. If any Subcontractor shall subcontract any portion of his subcontract, the Contractor shall require him to take out and maintain such contingent or protective insurance as will protect such Subcontractor from damage claims arising from operations of the second Subcontractor. Such contingent or protective insurance shall be in the same amount as the primary Subcontractor's public liability and property damage insurance.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above. As provided above, the Contractor shall require all Subcontractors, whether primary or secondary, if any, to take out and maintain public liability and property damage insurance in amounts hereinbefore set forth for the Contractor.

- C. Insurance Covering Special Hazards - The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or protective damage insurance policy or policies or by special policies of insurance in amounts as follows:

Automotive and truck where operated, in amounts as above; material hoists, where used, in amounts as above.

- D. Proof of Carriage of Insurance - The Contractor shall furnish satisfactory proof of full compliance with all the insurance requirements herein prior to execution of the contract, including additional insured endorsement, Form B, CG 2010, with an edition date prior to 1993, unless approved otherwise by the Agency attorney.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs, and the City of Santa Fe Springs as additional insureds with respect to the performance by the Contractor of the work which is the subject of the contract.

The certificate of liability insurance shall conform to Section X. of the these provisions, except the provision whereby "the policy shall insure the Agency, its officers...while acting within the scope of their duties of the work" is eliminated on Federal projects (if a Federal Project No. is indicated on the plans or these Special Provisions).

The full and complete project name shall be shown on the Certificate of Insurance.

- E. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.
- F. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this agreement or Agency or Agency's employees face an exposure from such operations. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

XII. COMPENSATION

Contractor will invoice the City's Public Works Department, to the attention of the Project Manager when the work has been completed and accepted. The Contractor can invoice the City on a monthly basis.

Five percent (5%) of the total invoice amount will be withheld as retention until all the HVAC units identified in the contract have been installed and the work has been completed and accepted by the City.

Invoices will not be accepted by the City unless the following supporting documentation is provided with each invoice:

1. Copy of the invoice for the specific HVAC units installed during the invoice period.
2. Copy of the receipt for HVAC units installed during the invoice period.
3. Certified payroll for employee hours worked, pay rate and benefits during the invoice period.
4. Completion of an Invoice Documentation form (see appendix).

XIII. ACCEPTANCE OF WORK

The removal and installation of Heating and Air Conditioning Units at various City facilities shall be complete and operational and shall meet the conditions set forth in the request for bids prior to acceptance by the City.

Acceptance of the complete project requires the installation of all twenty-six (26) units being complete and operational.

HVAC Replacement Project Equipment Inventory

Unit No.	Facility Where HVAC Unit is Located	Existing Equipment	Existing Capacity	Proposed Equipment	Proposed Capacity
1	Municipal Services Yard Police Services Area (Roof) 12636 Emmens Way	Tempstar PHAD36N1K	3 Ton 9 seer KW 7.33 208 PH1	Goodman GPH1336M41	3 Ton 13 Seer 208/240 PH1 Heat Pump
2	Municipal Services Yard Police Services Area (Roof) 12636 Emmens Way	Tempstar PHAD42N1K1	3.5 Ton 9 seer 208 PH1	Goodman GPH1342M41	3.5 Ton 13 Seer 208/240 PH1 Heat Pump
3	Municipal Services Yard Police Services Area (Roof) 12636 Emmens Way	Carrier 654AN024	2 Ton 9 seer 208 PH 1	Goodman GPH 1324M41	2 Ton 13 Seer 208/240 PH 1
4	Heritage Park-Ranger Station 12100 Mora Drive	Rheem RPKAO24JAZ	2 Ton 9 seer 208 PH 1	Goodman GPH 1324H41	2 Ton 13 Seer 208/240 PH 1
5	Heritage Park-Carriage Barn 12100 Mora Drive	Carrier 48LHD06560	5 Ton 9 seer 208 3PH	Goodman CPH060XXX3BXXX	5 Ton 13 Seer 208/240 PH3 Convert Gas to Heat Pump
6	Heritage Park-Carriage Barn 12100 Mora Drive	Carrier 48LHD06560	5 ton 9 seer 208 3 phase	Goodman CPH060XXX3BXXX	5 Ton 13 Seer 208/240 PH 3 Convert gas to Heat Pump
7	Heritage Park-Train Depot 12100 Mora Drive	Rheem RPKA-024-JAZ	2 ton 9 seer 208 3 ph	Goodman GPH1324H41	2 Ton 13 seer 208/240 PH 1 Heat Pump
8	Clarke Estate (Roof) 10200 Pioneer Blvd.	Lennox GCS10X-513-75-1Y	4 ton 8 seer 208 3 PH	Goodman CPG0480903B	4 ton 13 seer 208/240 PH 3 Gas

9	Clarke Estate (Roof) 10200 Pioneer Blvd.	Lennox GCS10X-311-50-7P	2.5 ton 8 seer 208 1 PH	Goodman CPG13330070M41	2.5 Ton 13 seer 208/240 PH 1 Gas
10	Clarke Estate (Roof) 10200 Pioneer Blvd.	Payne 656ANX036000	3 ton 8 seer 208 ph 1	Goodman GPH1336H41	3 Ton 13 seer 208/240 PH 1 Heat Pump
11	Clarke Estate (Roof) 10200 Pioneer Blvd.	Payne 656ANX024000	2 ton 8 seer 208 PH 1	Goodman GPH1324H41	2 Ton 13 seer 208/240 PH 1 Heat pump
12	Clarke Estate (Roof) 10200 Pioneer Blvd.	Payne 656ANX036000	3 ton 8 seer 208 PH 1	Goodman GPH1336H41	3 ton 13 seer 208/240 PH 1 Heat Pump
13	Police Services Center (Roof) 11576 Telegraph Road	Carrier 48DJD009520	8.5 Ton 8.9 seer 11.2 KW 208/240 PH 3	Goodman CPG1022103BXXX	8.5 ton 11.3 seer 208/240 PH 3 Gas
14	Police Services Center (Roof) 11576 Telegraph Road	Carrier 48DJD007510	6 tons 8.4 seer 8.45 KW 208 PH 3	Goodman CPG0721403BXXX	6 Ton 11.1 seer 208/240 PH 1 Gas
15	Police Services Center (Roof) 11576 Telegraph Road	Carrier 48DJD005500	4 tons 8.3 EER 5.8 KW 208 3 PH 3	Goodman CPG0480903BXXX	4 Ton 11.3 EER 208/240 PH 3 Gas
16	City Hall - Telephone Room 11710 Telegraph Road	Tappan R4GA060K096X	5 ton 9 seer 208 ph 1	Goodman GPH1360H41	5 Ton 13 seer 208/240 PH1 Heat Pump
17	Los Nietos Childcare Center Office-Lower Level 11143 Charlesworth Road	Mitsubishi PUH30EK	2.5 ton 10.7seer 208 ph 1	Mitsubishi PUZ-A30NH	2.5 Ton 15.5 seer 208/240 PH 1 Mini split heat pump Indoor Air Handler: Mitsubishi PKA-A30KAS 208/240 PH1

18	Los Nietos Childcare Center Office-Upper Level 11143 Charlesworth Road	Mitsubishi PUH30EK	2.5 Ton 10.7 seer 208 PH1	Mitsubishi PUZ-A30NHA3	2.5 Ton 14.5 seer 208/240 PH 1 Mini split heat pump Indoor Air Handler Mitsubishi PCA-A30KA 208/240 PHI
19	Santa Fe Springs Athletic Fields 9720 Pioneer Blvd.	Mitsubishi PUH30EK	2.5 ton 10.7 seer 208 ph 1	Mitsubishi PUZ-A30NHA3	2.5 Ton 15.5 seer 208/240 PH 1 Mini split heat pump Indoor Air Handler: Mitsubishi PKA-A30KAL 208/240 PH 1
20	Betty Wilson Center Recreation Office 11641 Florence Ave.	Carrier 38Q60118310	1.5 ton 8 seer 208 1 ph	Goodman GSZ130181	1.5 Ton 13 seer 208/240 PH 1 split heat pump Indoor Air Handler: Goodman ARUF 182416 208/230 PH 1
21	Betty Wilson Center Social Hall 11641 Florence Ave.	Carrier 38AQS008	7.5ton 8 seer 460 PH 3	Goodman GSZ110904	7.5 Ton 13 seer 460 PH 3 Split heat pump Indoor Air Handler: Goodman AR0904 208/230/460
22	Activity Center - AC #5 (Roof) 11155 Charlesworth Road	Lennox G239-413-60-Y	3 tons 8 seer 208/240 PH 3	Goodman CPG0360903BXXX	3 ton 13 seer 208/240 PH 3 Gas

23	Activity Center - AC #3 (Roof) 11155 Charlesworth	Lennox CHP16-653-1Y	5 ton 8 seer 16.7 KW 208 3 ph	Goodman CPH60XXX3BXXX	5 Ton 13 seer 208/240 PH 3 Heat pump
24	Activity Center - AC #2 11155 Charlesworth Road	Lennox CHP16-513	4 Ton 8 seer 13.5 KW 208/240 PH 3	Goodman CPH048XXX3BXXX	4 Ton 13 seer 208/240 PH 3 Heat pump
25	Activity Center - AC #7 11155 Charlesworth Road	Rheem RJKAA060DM	5 ton 460 3 ph	Goodman CPH060XXX4BXXX	5 Ton 13 seer 460 PH 3 Heat pump
26	Activity Center - AC #1 11155 Charlesworth Road	Lennox CHP16H261-3	2 ton 8 seer 208 ph 1	Goodman GPH1324H41	2 Ton 13 seer 208/240 PH1 Heat pump

SUBRECIPIENT LABOR CLASSIFICATION AND WAGE RATE FORM

Project Location (City/County):
CEC Grant / Loan #:
Bid Opening Date:
Wage Decision #'s:
Subrecipient Contact Name:
Contact Telephone #:
Contact Email Address:

City of Santa Fe Springs / Los Angeles County
CBG-09-159
TBD

Federal Decision: CA100033, modification 34, 11/18/11
AI Fuentes
562-868-0511, ext. 7355
alfuentes@santafesprings.org

State Decision: 2011-2 plus increases

Scope of Work:
Purchase and installation of HVAC units

The higher of the State or Federal rates will apply - applicable rates are highlighted											
Description of Job Classification Duties	Department of Labor						Department of Industrial Relations				
	Classification	Code	Base	Fringe	Total	Classification	Code	Base	Fringe	Total	
Installing and programming new HVAC/buildings control systems and thermostats.	Electrician, Inside Electrical Work	ELEC0011-004	36.45	23.26	\$59.71	Electrician, inside wireman	LOS-2011-2	\$36.45	\$ 23.61	\$ 60.06	
General labor - assist with general or construction labor, site clean-up; flag person, if needed.	Laborer Group 1	LABO0300-001	26.33	16.00	\$42.33	Laborer Group 1	SC-23-102-2-2011-1	\$27.29	\$ 17.39	\$ 44.68	
To operate crane for the removal of old HVAC equipment and replace with new equipment	Operator: Power Equipment (Cranes) Group 8	ENG0012-003	\$39.31	\$20.77	\$60.08	Operator: Power Equipment (Cranes) Group 8	SC-23-63-2-2011-2B	\$39.31	\$ 21.06	\$ 60.37	
Plumber pipefitter - mechanical connections for HVAC	Plumber / Pipefitter	PLUM0016-001	\$39.50	\$19.35	\$58.85	Plumber, Industrial & General Pipefitter	LOS-2011-2	\$36.47	\$ 23.02	\$ 59.49	
Remove and dispose of old HVAC equipment and replace with new equipment	Sheet Metal Worker	SHEED105-003	\$42.05	\$19.01	\$61.06	Sheet Metal Worker	LOS-2011-2	\$42.05	\$ 19.41	\$ 61.46	
Electrician, Inside wireman rate increase of \$1.65 effective 1/30/12 (Allocation is unavailable, check with the Dept. of Industrial Relations at 415 703-4774 for allocation)											
(Crane Operator rate increase of \$1.70 effective 7/01/12 (Allocation is unavailable, check with the Dept. of Industrial Relations at 415 703-4774 for allocation)											
Plumber, Ind. & Gen. Pipefitter rate increase of \$2.41 effective 7/01/12 (Allocation is unavailable, check with the Dept. of Industrial Relations at 415 703-4774 for allocation)											
Sheet Metal Worker rate increase of \$0.05 effective 1/01/12 - allocated to pension											

APPRENTICE AND TRAINEE INFORMATION: APPRENTICE RATES AVAILABLE UPON REQUEST

29 C.F.R. 5.2 (n)(1) ("Apprentice means a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.")

29 C.F.R. 5.2 (n)(2) ("Trainee means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.")

DATE: 11/30/2011

EXHIBIT B

HVAC Replacement Project
 Invoice Documentation Form
 HVAC Units Installed This Period
 Invoice Period: _____

Facility Where HVAC Unit is Located	HVAC Unit & Make and Model Number	HVAC Unit Cost	Labor, Materials & Other Costs	Total HVAC Unit Installation Cost
Municipal Services Yard Police Services Staging Area 12636 Emmens Way	Goodman GPH1336M41 3 Ton 13 Seer 208/240 PH1 Heat Pump			
Municipal Services Yard Police Services Staging Area 12636 Emmens Way	Goodman GPH 1342M41 3.5 Ton 13 Seer 208/240 PH1 Heat Pump			
Municipal Services Yard Police Services Staging Area 12636 Emmens Way	Goodman GPH 1342M41 2 Ton 13 Seer 208/240 PH1 Heat Pump			
Heritage Park-Ranger Station 12100 Mora Drive	Goodman GPH 1324H41 2 Ton 13 Seer 208/240 PH1 Heat Pump			

Heritage Park-Carriage Barn 12100 Mora Drive	Goodman CPH060XXX3BXXX 5 Ton 13 Seer 208/240 PH3 Convert Gas to Heat Pump			
Heritage Park-Carriage Barn 12100 Mora Drive	CPH060XXX3BXXX 5Ton 13 Seer 208/240 PH3 Convert Gas to Heat Pump			
Heritage Park-Train Depot 12100 Mora Drive	Goodman GPH 1324H41 2 Ton 13 Seer 208/240 PH1 Heat Pump			
Clarke Estate 10200 Pioneer Blvd.	Goodman CPG0480903B 4 Ton 13 Seer 208/240 PH3 Gas			
Clarke Estate 10200 Pioneer Blvd.	Goodman CPG13330070M41 2.5 Ton 13 Seer 208/240 PH3 Gas			
Clarke Estate 10200 Pioneer Blvd.	Goodman GPH1336H41 3 Ton 13 Seer 208/240 PH1 Heat Pump			
Clarke Estate 10200 Pioneer Blvd.	Goodman GPH1324H41 2 Ton 13 Seer 208/240 PH1 Heat Pump			

Clarke Estate 10200 Pioneer Blvd.	Goodman GPH1336H41 3 Ton 13 Seer 208/240 PH1 Heat Pump			
Police Services Center 11576 Telegraph Road	Goodman CPG1022103BXXX 8.5 Ton 11.3 Seer 208/240 PH 3 Gas			
Police Services Center 11576 Telegraph Road	Goodman CPG0721403BXXX 6 Ton 11.1 Seer 208/240 PH 1 Gas			
Police Services Center 11576 Telegraph Road	Goodman CPG0480903BXXX 4 Ton 11.3 Seer 208/240 PH 3 Gas			
City Hall - Telephone Room 11710 Telegraph Road	Goodman GPH1360H41 5 Ton 13 Seer 208/240 PH1 Heat Pump			
Los Nietos Childcare Center Office - Lower Level 11143 Charlesworth Road	Mitsubishi PUZ-A30NH 2.5 Ton 15.5 Seer 208/240 PH 1 Mini split heat pump Indoor Air Handler: Mitsubishi PKA A30KAL 208/240 PH 1			

Los Nietos Childcare Center Office-Upper Level 11143 Charlesworth Road	Mitsubishi PUZ-A30NHA3 2.5 Ton 14.5 Seer 208/240 PH 1 Mini split heat pump Indoor Air Handler: Mitsubishi PCA A30KA 208/240 PHI			
Santa Fe Springs Athletic Fields 9720 Pioneer Blvd.	Mitsubishi PUZ-A30NHA3 2.5 Ton 15.5 Seer 208/240 PH1 Mini split heat pump Indoor Air Handler: Mitsubishi PKA-A30KAL 208/240 PH 1			
Betty Wilson Center Recreation Office 11641 Florence Ave.	Goodman GSZ 130181 1.5 Ton 13 Seer 208/240 split heat pump Indoor Air Handler: Goodman ARUF182416 208/230 PH1			
Betty Wilson Center Social Hall 11641 Florence Ave.	Goodman GSZ 110904 7.5 Ton 13 Seer 460 PH3 split heat pump Indoor Air Handler: Goodman AR0904 208/230/460			

Activity Center - AC #5 1155 Charlesworth Road	Goodman CPG0360903BXXX 3 Ton 13 Seer 208/240 PH3 Heat Pump			
Activity Center - AC #3 11155 Charlesworth Road	Goodman CPH60XXX3BXXX 5Ton 13 Seer 208/240 PH3 Heat Pump			
Activity Center - AC #2 11155 Charlesworth Road	Goodman CPH 048XXX3BXXX 4 Ton 13 Seer 208/240 PH3 Heat Pump			
Activity Center - AC #7 11155 Charlesworth Road	Goodman CPH 060XXX4BXXX 5 Ton 13 Seer 460 PH3 Heat Pump			
Activity Center - AC #1 11155 Charlesworth Road	Goodman GPH 1324H41 2 Ton 13 Seer 208/240 PH 1 Heat Pump			
TOTALS				



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Authorization to Advertise the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Specifications for the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park; and
2. Authorize the City Engineer to advertise for construction bids for the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park.

BACKGROUND

Included in the approved Capital Improvement Program for FY 2006-07 through 2011-12 is the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park. The project includes the removal of existing playground sand and replacing it with International Play Equipment Manufacturers Association (IPEMA) certified engineered wood chips/fiber. In addition, the existing rubberized playground walkways and landings will be removed and replaced in kind. Lastly, the existing playground equipment will be pressure washed and repainted.

In March 2011, the City completed the Little Lake Park Playground Equipment Replacement Project funded by the State of California Department of Parks and Recreation 2002 Resources Bond Act Per Capita Grant. The 2002 Resources Bond Act Per Capita Grant was in the amount of \$220,000 and \$158,000 funded the Little Lake Park Playground Equipment Replacement Project. The balance of the grant (\$62,000) will fund the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park.

The total estimated cost of the Miscellaneous Park Improvements at Los Nietos Park and Santa Fe Springs Park project including engineering, inspection overhead and contingency is \$62,000. The City will be reimbursed by the State of California Department of Parks and Recreation 2002 Resources Bond Act Per Capita Grant in the amount of \$62,000.

The project specifications are complete and the Public Works Department is ready to advertise for construction bids for this project upon the City Council approval of the specifications. A copy of the project specifications is on file with the City Clerk and is available for public review.

FISCAL IMPACT

The project will reduce overall ongoing maintenance costs.

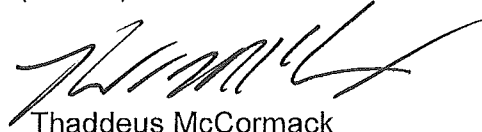
Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: November 30, 2011

INFRASTRUCTURE IMPACT

This project will extend the service life of the park equipment by power washing and repainting of all playground surfaces and equipment. In addition, the engineered wood chips/fiber and rubberized surface will comply with current International Play Equipment Manufacturers Association (IPEMA) standards.



Thaddeus McCormack
City Manager

Attachment(s):
None.



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Approve Agreement with City of Norwalk for Traffic Signal Maintenance at Shoemaker Avenue and Excelsior Drive

RECOMMENDATION

That the City Council take the following actions:

1. Approve Agreement with the City of Norwalk for Traffic Signal Maintenance at Shoemaker Avenue and Excelsior Drive; and
2. Authorize the City Manager to execute the Agreement.

BACKGROUND

As part of the Interstate 5 Freeway Mitigation Project, a traffic signal was installed at the intersection of Shoemaker Avenue and Excelsior Drive which is shared by the City Norwalk and the City of Santa Fe Springs. In situations where two agencies share an intersection, an agreement is executed to define the obligations of each agency as to how maintenance and operation of the shared signal is to be handled. Attached is the agreement that reflects the traffic signal maintenance obligations for this particular traffic signal. Per the agreement, the City of Norwalk will maintain the traffic signal. The City of Norwalk, also maintains six other shared traffic signals.

FISCAL IMPACT


Per the agreement all costs to maintain the signal will be split 50/50 between both cities. The City of Santa Fe Springs share of the routine maintenance costs will be approximately \$730 per year, excluding any extraordinary maintenance costs.

INFRASTRUCTURE IMPACT

Execution of the Agreement will formalize the responsibilities related to the traffic signal maintenance of this intersection. The installation of the traffic signal will improve circulation and turning movements at that location.


Thaddeus McCormack
City Manager

Attachment(s):
Agreement

Report Submitted By: Don Jensen, Director 
Department of Public Works

Date of Report: November 30, 2011

**AGREEMENT BETWEEN THE REPRESENTATIVE
CITIES OF NORWALK AND SANTA FE SPRINGS
FOR TRAFFIC SIGNAL MAINTENANCE AT
SHOEMAKER AVENUE AND EXCELSIOR DRIVE**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2011, by and between the City of Norwalk, a municipal corporation, hereinafter referred to as "Norwalk", and the City of Santa Fe Springs, a municipal corporation, hereinafter referred to as "Santa Fe Springs".

WITNESSETH

WHEREAS, Norwalk and Santa Fe Springs (the "Parties") installed a traffic signal at the intersection of Excelsior Drive and Shoemaker Avenue (the "Intersection") as part of the I-5 Freeway Mitigation Project; and

WHEREAS, the intersection of Excelsior Drive and Shoemaker Avenue lies partially within Norwalk and partially within Santa Fe Springs; and

WHEREAS, the Parties desire that Norwalk maintain the signal and are entering into this agreement to equitably divide the maintenance costs.

NOW, THEREFORE, the Parties agree as follows:

1. Norwalk shall provide routine maintenance of the traffic control devices, illuminated street name signs, signal interconnect systems, and highway safety lighting systems at the Intersection (the "facilities") at a frequency of not less than once every 4 weeks. Routine maintenance shall include, but is not limited to, patrolling, furnishing of electrical energy, relamping, painting of standards and heads, and the necessary repairs and replacements required to ensure satisfactory services. Routine maintenance costs shall be established at a rate of \$60.83 per month, effective January 1, 2012. Thereafter, the rate may be revised and adjusted to ensure an equitable annual cost.

2. Norwalk shall also provide extraordinary maintenance of the facilities. Extraordinary maintenance shall include, but is not limited to, the replacement of major equipment due to obsolescence or wear and tear, the repair or replacement of the facilities due to damage and the provision of temporary facilities or services to provide traffic control if the facilities are inoperable due to the interruption of electrical power or other causes. Except when extraordinary maintenance is needed to protect public safety, Norwalk shall not perform any extraordinary maintenance exceeding \$1,000.00 in total cost without the consent of the Director of Public Works of Santa Fe Springs.

3. Routine maintenance shall include the costs of electrical energy, and salary and wages of Norwalk employees. Extraordinary maintenance shall include the cost of amounts paid to contractors, materials, equipment, supplies, insurance and all other costs incurred by Norwalk in providing such maintenance.

4. Each party shall pay one-half of the cost of routine and extraordinary maintenance.

5. Norwalk shall submit quarterly bills to Santa Fe Springs for the 50% of the actual cost of routine and extraordinary maintenance provided during the prior quarter. Santa Fe Springs shall pay to Norwalk all undisputed charges within 30 days of receipt of a billing from Norwalk. Santa Fe Springs shall notify Norwalk of any disputed charges within 30 days of receipt of a bill and the parties shall cooperate in resolving any dispute over the charges.

6. Either party shall pay 50% of any revenues received, such as from insurance proceeds/cost recovery for this intersection, to the other party.

7. This Agreement shall be effective as of the date this agreement is entered into. On the effective date of this Agreement all prior agreements with respect to the maintenance and cost of signals at the Intersection covered by this Agreement will expire.

8. This agreement shall continue until terminated by either party hereto by serving on the other party a thirty (30) day written notice of such termination.

9. It is agreed that neither Norwalk nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Santa Fe Springs under or in connection with any work, authority or jurisdiction delegated to Santa Fe Springs under this Agreement. Pursuant to Government Code Section 895.4, Santa Fe Springs shall fully indemnify and hold Norwalk harmless from any liability imposed for injury or damages as defined in Section 810.8 of the Government Code occurring by reason or anything done or omitted to be done by Santa Fe Springs under or in connection with any work, authority or jurisdiction delegated to Santa Fe Springs under this Agreement.

10. It is agreed that neither Santa Fe Springs nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Norwalk under or in connection with any work, authority or jurisdiction performed or assumed by Norwalk under this Agreement. It is also understood and agreed that pursuant to Government code Section 895.4, Norwalk shall fully indemnify and hold Santa Fe Springs harmless of any liability imposed for injury or damages as defined in Section 810.8 of the Government Code occurring by reason of anything done or omitted to be done by Norwalk under or in connection with any work, authority or jurisdiction performed or assumed by Norwalk under this Agreement.

11. Norwalk shall keep itself informed of State and Federal laws and regulations which in any manner affect the performance of the services pursuant to this agreement.

12. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during

Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties are the following addresses.

If to City of Norwalk:

City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to:

Director of Community Development
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5584

If to City of Santa Fe Springs:

Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670
Fax: (562) 409-7651

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF NORWALK

By: _____
Michael J Egan, City Manager

ATTEST:

By: _____
Theresa Devoy, City Clerk

APPROVED AS TO FORM:

By: _____
Steven L. Dorsey, City Attorney

CITY OF SANTA FE SPRINGS

By: _____
Thaddeus McCormack, City Manager

ATTEST:

By: _____
Anita Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Steve Skolnik, City Attorney



City of Santa Fe Springs

City Council Meeting

December 8, 2011

NEW BUSINESS

Reappointment of City Representatives to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

RECOMMENDATION

That City Council reappoint the Director of Public Works to serve as the governing board representative and the Utility Services Manager as the alternate representative for the City of Santa Fe Springs to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

BACKGROUND

In 2002 the Governor signed the Integrated Regional Water Management Planning Act into law. The legislation allows regional groups to form coalitions for the purposes of addressing water resource needs by developing regional strategies. The State of California encourages regional efforts to deal with water issues particular to a region and now requires agencies seeking State funds to become a part of an Integrated Regional Water Management Group (IRWM Group) or they may not be able to compete for State funding.

In 2007 the City Council authorized the City's participation in the Gateway Cities Integrated Regional Water Management Joint Powers Authority (IRWM). The eighteen agencies that are now members of the IRWM Joint Powers Authority are shown on Attachment 1. The IRWM continues to promote regional solutions to water issues and has been very successful in securing State and Federal funding for water quality related improvements.

In 2009 the City Council reappointed the Director of Public Works to be the Primary City representative to this organization, with Frank Beach, Utility Services Manager, appointed as the Alternate representative.

Attachment 2 to this report is the IRWM Agreement that was executed by the City of Santa Fe Springs in 2007. As stated in Section 6 (b) of IRWM agreement, representatives serve two-year terms and must then be replaced or reappointed.

At this time, staff is recommending that Mr. Jensen and Mr. Beach be reappointed to serve for the next two years as the representatives on the IRWM Board for the City of Santa Fe Springs.

FISCAL IMPACT

There is no fiscal impact for this action. Board representatives are not paid.

Report Submitted By: Don Jensen, Director
Public Works Department

A handwritten signature in dark ink, appearing to be "DJ", is written over the printed name of Don Jensen.

Date of Report: November 30, 2011

INFRASTRUCTURE IMPACT

There is no infrastructure impact for this action.



Thaddeus McCormack
City Manager

Attachment(s)

1. Member Agency List
2. Agreement

GATEWAY WATER MANAGEMENT AUTHORITY

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

16401 Paramount Blvd., Paramount, CA 90723 • 562.663.6850 phone 562-634-8216 fax • www.gatewayirwmp.org

CURRENT GATEWAY IRWMJPA MEMBER AGENCIES

1. Bell Gardens
2. Bellflower
3. Central Basin Municipal Water District
4. Cerritos
5. Commerce
6. Downey
7. Lakewood
8. Long Beach
9. Long Beach Water Department
10. Lynwood
11. Norwalk
12. Paramount
13. Pico Rivera
14. Santa Fe Springs
15. Signal Hill
16. South Gate
17. Vernon
18. Whittier

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattier, Chair Emeritus

Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Current Members: Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Downey • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Whittier

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference as of September 13, 2007, is entered into by and between the Southeast Water Coalition and the Cities of Artesia, Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, South Gate, et al all of which are municipal corporations. Each of the foregoing are sometimes referred to herein as "Member", or collectively as "Members."

RECITALS

(i) Each party to this Agreement is a "local public agency", as defined in the Integrated Regional Water Management Planning Act of 2002, California Water Code Section 10530, et seq. ("IRWMPA"). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(ii) Each Member is a "public agency", as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(iii) It is the intent of the Members in entering into this Agreement to create a "regional water management group", as defined in and authorized by the IRWMPA, in order to create a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members' jurisdictional areas (collectively, "Gateway Region") and can also perform other regional responsibilities for water development and management, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a "regional water management group", to jointly prepare and/or adopt a "regional plan" for the management of water resources, and for implementation and operation of "qualified projects or programs", and/or the preparation of "qualified reports and studies", as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood

management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. Notwithstanding the citation of specific legal authority for the foregoing, the Joint Powers Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies.

3. Establishment. Pursuant to the Joint Exercise of Powers Act (Government Code Sections 6600, *et. seq.*), there is hereby established a Joint Powers Authority which shall be a regional water management group and a public entity separate from the parties to this Agreement. The name of such entity shall be the Los Angeles Gateway Region Integrated Regional Water Management Authority ("Authority"). The Authority shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This Agreement is effective as of the latest date by which at least three (3) Members, two of which have statutory authority over a water supply, have adopted resolutions by their legislative bodies approving joining the Authority and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the Authority have been satisfied and all assets of the have been distributed.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the Authority shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach shall cease to be a Member, then the Authority shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the Authority shall be the Governing Board which shall be made up of one representative from each Member public agency, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the Authority and shall act consistent with and in furtherance of the purposes of this Agreement and the Authority, as specified in Section 2, above.

(a) Appointment. The legislative body of each of the Member public agencies shall appoint one member of the Governing Board and one alternate Board member. If neither the Governing Board member nor the Member's alternate can attend a scheduled meeting, the Member public agency may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board shall serve a two-year term. Board members and alternates may be removed at any time by the appointing legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members shall receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Voting shall require a majority or super-majority vote as provided below in Section (g).

(e) Responsibilities. It shall be the responsibility of the Policy Board to:

(1) Determine general policy for Authority activities.

(2) Act on behalf of all Members in adopting strategies to pursue the purposes of the Authority, as set forth in Section 2 of this Agreement.

(3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the Authority, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.

(4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the Authority.

(5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.

(6) Share costs equally among the Members, except as otherwise provided herein.

(7) Approve or deny applications from local public agencies for admission to the Authority or expel a member from the Authority, which shall require a super-majority vote of the Board and approval by the legislative bodies of the Members pursuant to Sections 13, 16 and 17.

(8) Adopt by-laws, rules and regulations governing operations of the Authority.

(9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*)

(f) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the Authority and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with the most current edition of "Roberts Rules of Order" unless otherwise provided by the Governing Board.

(g) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of three-quarters (3/4) of the Members of the entire Board.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, and/or such other officers as the Board shall find appropriate. Each officer shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the Authority shall be executed by the Chair or the Executive Director, and attested to by the Secretary and approved as to form by Lead Agency's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an executive director, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the Authority directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with California Government Code Section 6505 or successor authority. The Treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority received from whatever source. The Controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act.

(d) Consultants. In addition to hiring employees, the Authority is authorized to enter into contracts and pay consultants pursuant to the Authority's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including for the provision of professional, financial, legal, administrative, technical or other services.

(e) Lead Agency. The Governing Board may select from the Members, a Lead Agency for the Authority. In such case, the City Manager or General Manager of the Lead Agency City shall be and act as the Secretary for the Authority and the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the Authority, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the Authority and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. By majority vote, the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the Authority.

(f) Property of the Authority. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Secretary and Treasurer, to receive, deposit, invest, and disburse the money of the Authority pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the Authority, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the Authority shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members pursuant to Section 2 above;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
- (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) Obtain insurance for the Authority and contract for risk management services authority;
- (j) Invest money of the Authority in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;

(l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the Authority; and

(m) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The Authority shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the Authority which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member shall make the required contribution, providing that any member not wishing to make such contribution may, in the alternative, withdraw from the Authority within said period by adopting a resolution of withdrawal by its legislative body.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply within the Gateway Cities Region, may apply to become a member of the Authority and may become a Member upon a super-majority vote of the Governing Board. Upon admission, each new Member shall immediately execute this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a voluntary payment of any costs incurred by the Authority to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the Authority.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the Authority and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The auditor of the Authority shall either prepare or contract with a certified public accountant to prepare an annual audit of the Authority's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within six (6) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the Authority, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein, no Member shall be individually responsible for any of the debts,

liabilities or obligations of the Authority, and all such debts, liabilities and obligations shall exclusively be those of the Authority.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the Authority and all other Members, and employees, officers and agents of the Authority, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The Authority shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions, or actions of the Authority or the Authority's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the Authority, for any loss, cost or expense, including reasonable attorney's fees and consultant fees, that may be imposed upon or incurred by such other Member public agency or the Authority solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of Authority funds to defend, indemnify and hold the Authority, members of the Governing Board, and any employee or agent of the Authority, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the Authority.

(d) Self Insure. The Authority may self-insure or purchase insurance, and/or, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of

any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts, which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the Authority, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the Authority. This Agreement may not be terminated so long as the Authority has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to that agency's Governing Board member;

To the Authority at _____, attention: Secretary. This address shall be the Authority's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. This Agreement may be amended by a super-majority vote of the Governing Board and by a super-majority vote of the legislative bodies of the Members acting by resolution with all such resolutions adopted within 90 days of the action by the Governing Board.

19. Legal Actions.

(a) Remedies. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director or Secretary of the Authority, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the authority of any agency of the Authority, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the Authority shall have any financial interest, direct or indirect, in the Authority nor shall any such person participate in any decision relating to the Authority, which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the Authority shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 6250 *et. seq.*) shall be public records. This Section does not authorize the release of any confidential documents, which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the Authority shall be that of the office of the Executive Director or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Secretary of the Governing Board is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5 and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

DATED: September 13, 2007


CITY OF SANTA FE SPRINGS

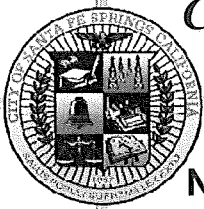
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM


City Attorney



City of Santa Fe Springs

City Council

December 8, 2011

NEW BUSINESS

Resolution No. 9353 - Approval of the Sale of Pension Obligation Bonds to Refinance the Outstanding Side Fund Obligation of the City to the California Public Employees' Retirement System (CalPERS)

RECOMMENDATION

That the City Council adopt Resolution No. 9353 authorizing the issuance of pension obligation bonds to refinance the outstanding Side Fund obligation of the City to CalPERS, approve the forms of and authorizing the execution and delivery of an Indenture and a letter agreement for purchase; and directing the filing of a Judicial Validation Action.

BACKGROUND

The City of Santa Fe Springs contracts with CalPERS to provide retirement and medical benefits to all full-time City employees. Within the retirement benefit component, there are two plans: Safety and Miscellaneous (for non-safety employees). Historically, CalPERS treated each agency's plan individually. In September 2003, however, CalPERS combined all retirement plans for public agencies with groups having 100 employees or less in an attempt to reduce the volatility of employer contribution rates and better manage the plans. These agencies were put into a single risk pool for "smaller agency" plans.

For the City of Santa Fe Springs, the Safety plan (with fewer than 60 active Fire employees) was required to move into this pool. As of June 2010, there are 234 participating agencies in the statewide Safety smaller agency pool. The City's Miscellaneous plan maintains well-above 100 active employees and was therefore not required to be put into a Miscellaneous plan pool.

On a prospective basis, the City's Safety plan employer rates are calculated based on the pool's actuarial funding needs rather than those of our individual plan. In addition to the rate paid by the pool participants, each entity that had an unfunded liability upon entering the pool was additionally assessed. CalPERS created a "Side Fund" to amortize each agency's individual unfunded liability as of June 30, 2003. For the City of Santa Fe Springs' Safety Plan this amount totaled approximately \$8.7 million.

Required payments toward the City's Side Fund commenced in FY 2004-05 and are to be made over a 15-year term with an annual interest rate of 7.75%. CalPERS utilizes this specific rate as it is equivalent to their investment return rate representing what they believe they can realistically earn from its investments on an annual basis in the long-term. The City has been making these payments bi-weekly as part of its normal payroll-related remittances to CalPERS.

BRANDIS TALLMAN, LLC

Given the interest rate market in recent months, Staff has been studying ways to refinance the Side Fund obligation at a rate lower than the current one. Recently, Brandis Tallman LLC, a full-service investment banking firm based in San Francisco, presented the City with an opportunity to fully pay the Side Fund obligation by issuing pension obligation bonds to an interested investor. Specifically, Banc of America Leasing & Capital, LLC (BALC) has expressed interest in buying all the proposed pension obligation bonds.

This opportunity is the result of the current bond market which provides pension obligation bond interest rates significantly lower than the 7.75% charged by CalPERS on its Side Fund. The City's Side Fund obligation could be paid in full now with approximately 8½ years remaining on the original 15-year term. Based on a 5.5% interest rate, the City would realize savings of over \$59,000 per year, or about \$510,000 over the life of the bonds. Furthermore, based on today's market interest rates (5.10%), the City would realize savings of approximately \$78,000 per year, or about \$669,000 in total. Please refer to Exhibits B through D illustrating the financial details. The enclosed resolution authorizes the sale of the Bonds to BALC (the Purchaser) pursuant to the Letter Agreement for Purchase, provided that the true interest cost of the bonds does not exceed 5.50%. If the interest rate market moves higher than this rate, additional Council action would be necessary (assuming that it would still make financial sense to issue the bonds).

In order to secure the financing, the City needs to make certain pledges. They include agreeing to incorporate in each of the City's annual budgets payments to be made on the Side Fund refunding and to make the necessary annual appropriations for all such payments to BALC. Furthermore, the arrangement includes a debt securitization requirement where the bonds shall be secured by a pledge of the City's sales and use tax revenues. In the unlikely event that the City would default in making payments, BALC would be entitled to receive its debt service payment from the City's sales and use tax revenues. Because the City is already contractually obligated to pay this current obligation to CalPERS, the securitization has no operational impact on the City.

FINANCE TEAM

The City has assembled a finance team to evaluate and, if so directed, implement the refinancing of the Side Fund obligation. The team consists of: Jones Hall (Bond Counsel), Brandis Tallman LLC (Placement Agent), and The Bank of New York Mellon Trust Company, N.A. (Trustee). Brandis Tallman LLC has worked with a number of cities (Martinez, Orland, and West Sacramento) who are in the validation action stage

of the process and fire protection districts (Lakeside, Montecito, and San Miguel) who have successfully completed very similar transactions. Jones Hall has been the City's and CDC's bond counsel for the past three decades and served in that capacity for many agencies, overseeing hundreds of bond issues throughout the State. The Bank of New York Mellon Trust Company, N.A. is active on a national basis, having trustee responsibilities for thousands of bond issues.

Historically, the City and Community Development Commission (CDC) have issued bonds to generate proceeds for investment in the City's infrastructure. In contrast, the proposed pension obligation bonds would only generate less costly debt to relieve an existing CalPERS obligation. Lastly, this arrangement would not impact the City's ability to issue other bonds, if so desired.

VALIDATION ACTION

In order to issue pension obligation bonds in California and render a final legal opinion regarding the validity of the bonds, Bond Counsel will require a judicial validation process be undertaken and completed prior to bonds being issued. The judicial validation process is available to pension obligation bond issuers under State Law and results in a binding judgment rendered by the local superior court supporting the legal theory under which the bonds are issued.

The legal theory relies on the interpretation of State Law that the refunding of any unfunded liability owed to CalPERS constitutes an obligation imposed by law and therefore is exempt from the voter approval requirement of the California Constitution's debt limitation provision (Article XVI, Section 18). The legal arguments supporting this theory are briefed to the court, and, following an opportunity for the public to respond, a judgment is rendered which becomes forever binding and conclusive, and cannot be challenged.

Typically, a period of at least 60 days runs from the initial court filing to the entry of judgment, and then prior to the bond issuance, a 30-day appeal process must pass. Therefore, the most realistic timeframe from approval to bond issuance is 60-90 days.

FISCAL IMPACT:

Fees associated with the cost of issuance are estimated at approximately \$119,500, payable on completion of the refinancing. The fees will be paid from the bond proceeds. Specifically, the \$7,500 in legal costs associated with the validation action are not contingent on the bond issuance and would be payable whether or not the refinancing is successfully completed. Overall, the issuance fees are reasonable and consistent with other bonds of this size.



Thaddeus J. McCormack
City Manager

Attachments:

Resolution 9353

Indenture of Trust

Letter Agreement for Purchase (including Exhibit A)

Exhibits B through D (financial details)

RESOLUTION NO. 9353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING THE ISSUANCE AND SALE OF PENSION OBLIGATION BONDS TO REFINANCE OUTSTANDING SIDE FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE AND APPROVAL OF A LETTER AGREEMENT FOR PURCHASE, DIRECTING THE FILING OF A JUDICIAL VALIDATION ACTION WITH RESPECT THERETO AND PROVIDING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Santa Fe Springs (the "City") is a contracting member of the California Public Employees' Retirement System ("PERS"), and the City is obligated to make certain payments to PERS in respect of retired public safety employees under the Side Fund program of PERS which amortizes such obligations over a fixed period of time (the "PERS Side Fund Obligations"); and

WHEREAS, the City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law"), to issue its bonds for the purpose of refunding certain outstanding obligations of the City, including the PERS Side Fund Obligations; and

WHEREAS, in order to refund the PERS Side Fund Obligations and thereby realize interest savings in respect of the PERS Side Fund Obligations, the City proposes at this time to authorize the issuance of its bonds under the Bond Law for the purpose of refinancing the PERS Side Fund Obligations; and

WHEREAS, the City Council of the City wishes at this time to approve the forms of and authorize the execution and delivery of the documents relating to the issuance and sale of such bonds, and to approve official actions relating to the delivery of such bonds; and

WHEREAS, the sale and delivery of such bonds by the City is subject, however, to a prior judicial determination of the validity of such bonds and the City Council also wishes at this time to authorize the institution of judicial proceedings to determine the validity of such bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs (the "City Council") as follows:

Section 1. Approval of Issuance of Bonds. The City Council hereby authorizes and approves the issuance of the City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds (the "Bonds") under the Bond Law in the aggregate principal amount of not to exceed \$7,750,000. The City Council hereby authorizes the Mayor to execute the Bonds and the City Clerk to attest Mayor's signature to the Bonds and to cause the Bonds to be authenticated and delivered in accordance with the Indenture

(defined below). The Bonds shall be in substantially the form set forth in the Indenture, with such changes therein, deletions therefrom and additions thereto as the Mayor shall approve, such approval to be conclusively evidenced by the execution and delivery of the Bonds. The proceeds of the Bonds shall be applied to refund the unfunded accrued actuarial liability represented by the PERS Side Fund Obligations, as reported to the City by PERS, plus an amount required to pay all costs of issuing the Bonds (including underwriter's discount and original issue discount, if any).

Section 2. Indenture of Trust. The City Council hereby approves the Indenture of Trust between the City and The Bank of New York Mellon Trust Company, N.A. as trustee (the "Indenture"), prescribing the terms and provisions of the Bonds. Each of the Mayor or the City Manager (each, an "Authorized Officer") is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest to, the Indenture for and in the name and on behalf of the City, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The City Council hereby authorizes the delivery and performance of the Indenture.

Section 3. Sale of Bonds. The City Council hereby approves the Letter Agreement For Purchase (the "Purchase Letter") of Banc of America Leasing & Capital, LLC, as purchaser of the Bonds (the "Purchaser") and authorizes the sale of the Bonds to the Purchaser pursuant to the Purchase Letter, provided that the true interest cost of the Bonds shall not exceed 5.50%. Any Authorized Officer is hereby authorized and directed to approve the Purchase Letter for and in the name and on behalf of the City, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Bonds.

Section 4. Taxable Status of the Bonds. The City Council hereby determines that interest payable on the Bonds will be subject to federal income taxation, and that the provisions of Section 5900 et seq. of the California Government Code (the "Taxable Bond Act") apply to the Bonds. The City may take any action and exercise any power permitted to be taken by it under the Taxable Bond Act in connection with the issuance and sale of the Bonds.

Section 5. Institution of Judicial Validation Proceedings. The sale and delivery of the Bonds to the Purchaser is subject to a prior judicial determination of the validity of the Bonds, the Indenture and related matters and the City Council hereby authorizes the filing of an action to determine the validity of the Bonds, the Indenture and related matters in the Superior Court of Los Angeles County, under the provisions of Sections 860 et seq. of the Code of Civil Procedure of the State of California. The firm of Jones Hall, A Professional Law Corporation, as bond counsel to the City, is hereby directed, in concert with the City Attorney, to prepare and cause to be filed and prosecuted to completion all proceedings required for the judicial validation of the Bonds, the Indenture and related matters.

Section 6. Engagement of Professional Services. In connection with the issuance and sale of the Bonds and the implementation of the judicial validation proceedings, the City Council hereby appoints Jones Hall, A Professional Law Corporation as Bond Counsel and Brandis Tallman as Placement Agent for the Bonds. Fees and expenses to be paid to the foregoing for services shall be as provided in

agreements on file with the City Clerk or as approved by the City Manager or Finance Director upon delivery of the Bonds to the Purchaser.

Section 7. Official Actions. The Mayor, the Mayor Pro Tempore, the City Manager, the City Clerk, the Finance Director, the City Attorney and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance, sale and delivery of the Bonds, the implementation of the authorized judicial validation proceedings and the consummation of the transactions approved herein. Whenever in this Resolution any officer of the City is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 8. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Santa Fe Springs this 8th day of December, 2011, by the following vote:

AYES:

NOES:

ABSENT:

Joseph D. Serrano Sr., Mayor

Attest:

Deputy City Clerk

INDENTURE OF TRUST

Dated as of December 1, 2011

between the

CITY OF SANTA FE SPRINGS

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

Relating to

**[\$Bond Amount]
City of Santa Fe Springs
2012 Taxable Pension Obligation Bonds**

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APPROPRIATION OF DEBT SERVICE

INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") dated as of December 1, 2011, is between the CITY OF SANTA FE SPRINGS, a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "City"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

BACKGROUND:

1. The City has previously elected to become a contracting member of the California Public Employees' Retirement System ("PERS"), and under its contract with PERS (the "PERS Contract") the City is obligated to make certain payments to PERS in respect of retired public safety employees under the Side Fund program of PERS which amortizes such obligations over a fixed period of time (the "PERS Side Fund Obligations").

2. The PERS Contract was first effective December 1, 1958, and was thereafter amended several times, including the most recent Amendment to Contract, effective _____;

3. The City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law"), to issue its bonds for the purpose of refunding certain outstanding indebtedness of the City, including the PERS Side Fund Obligations.

4. In order to refund the PERS Side Fund Obligations and thereby realize cash flow savings and to accomplish a more prudent amortization of its unfunded actuarial accrued liability in respect of the PERS Side Fund Obligations, the City has determined to issue its \$[Bond Amount] aggregate principal amount of City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds (the "Bonds") under the Bond Law and this Indenture, and under a Resolution adopted by the Board of Directors of the City on December 8, 2011.

5. The principal and redemption price of and interest on the Bonds are payable from certain pledged revenues of the City, as provided herein, and from any other source of legally available funds of the City, including amounts on deposit in the General Fund of the City.

6. The Bonds have been determined to be the legal, valid and binding obligations of the City by judgment of the Los Angeles County Superior Court rendered on _____, 2012, in *City of Santa Fe Springs v. All Persons Interested, etc.*, Case No. _____.

7. The City has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the City, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken.

A G R E E M E N T :

In order to secure the payment of the principal and redemption price of and the interest on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the City and the Trustee hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Indenture have the respective meanings specified in Appendix A when used in this Indenture.

SECTION 1.02. *Authorization.* Each of the parties represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

SECTION 2.01. *Authorization and Purpose of Bonds.* The City has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now duly empowered, under each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

The City hereby authorizes the issuance of the Bonds in the aggregate principal amount of \$[Bond Amount] under the Authorizing Resolution and the Bond Law for the purposes of providing funds to refinance the PERS Side Fund Obligations of the City as provided herein. The Bonds are designated the "City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds".

SECTION 2.02. *Terms of the Bonds.* The Bonds shall be issued in fully registered form without coupons in denominations of \$1,000 or any integral multiple thereof. The Bonds shall be dated as of the Closing Date. The Bonds shall mature on June 30, 20__, and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rate per annum of ____%.

Interest on the Bonds is payable from the Interest Payment Date immediately preceding the date of authentication thereof unless:

- (a) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (b) a Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (c) interest on a Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on a Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than ten days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds

at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner.

The Trustee will pay principal of the Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

Notwithstanding anything herein to the contrary, so long as Bonds are owned by the Original Purchaser, (a) the Bonds are not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof, and (b) the Trustee will pay the principal of, including sinking fund payments, and interest on Bonds by wire transfer to the Original Purchaser in accordance with the following wire transfer instructions (which instructions may be changed from time to time by the Original Purchaser upon written notice to the Trustee):

[To Come]

SECTION 2.03. *Redemption of Bonds.*

(a) Optional Redemption. The City may not optionally redeem the Bonds prior to June 30, 2017. The City may redeem the Bonds in whole but not in part, on any date on or after June 30, 2017, by paying a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date of redemption, without premium.

(b) Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory redemption by lot at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on June 30 and December 31 in the respective years as set forth in the following table.

**Sinking Fund
Redemption Date**

[To Come]

**Principal Amount
To Be Redeemed**

[To Come]

(c) Notice of Redemption. The Trustee on behalf and at the expense of the City will mail (by first class mail) notice of any redemption to the respective Owners of Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Municipal Securities Rulemaking Board, at least 30 but not more than 60 days prior to the date fixed for redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice must state the date of the notice, the redemption date, the redemption place and the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Notwithstanding the foregoing, so long as the Bonds are owned by the Original Purchaser, no notice of sinking fund redemption shall be given.

(d) Manner of Redemption. Whenever provision is made in this Section 2.03 for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed by lot on a pro rata basis among Owners of the Bonds. For purpose of such selection, all Bonds will be deemed to be comprised of separate \$1,000 denominations and such separate denominations will be treated as separate Bonds which may be separately redeemed.

(e) Partial Redemption of Bonds. If only a portion of a Bond is called for redemption, then upon surrender of such Bond the City will execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond or Bonds, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(f) Effect of Redemption. From and after the date fixed for redemption, if notice of redemption has been duly mailed and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. Unless otherwise directed in writing by the City, the Trustee shall pursuant to Section 9.08 cancel and destroy all Bonds redeemed under this Section 2.03.

SECTION 2.04. *Form and Execution of Bonds.* The Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) in the aggregate principal amount of the Bonds, which shall be executed, authenticated and delivered to the Original Purchaser on the Closing Date. Upon initial delivery of Bonds to the Original Purchaser, the Trustee shall register the ownership of the Bonds on the Registration Books in the name of the Original Purchaser.

The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Mayor shall execute, and the City Clerk shall attest the Bonds. Any or all of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on a Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. A Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of that Bond are the proper officers of the City, duly authorized to execute debt instruments on behalf of the City, although on the date of that Bond any such person was not an officer of the City.

Only those Bonds bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.05. *Transfer and Exchange of Bonds.*

(a) Transfer. A Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of that Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect any tax or other governmental charge on the transfer of any Bonds under this Section 2.05. Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like interest rate, maturity and aggregate principal amount. The City will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

(b) Exchange. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations. The Trustee shall collect any tax or other governmental charge on the exchange of Bonds under this subsection (b). The City will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

(c) Limitations. The Trustee may refuse to transfer or exchange, under the provisions of this Section 2.05, any Bonds selected by the Trustee for redemption under Section 2.03, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

SECTION 2.06. *Registration Books.* The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours, and upon reasonable notice, be open to inspection by the City. The Trustee will register the ownership and transfer of the Bonds on the Registration Books under such reasonable regulations as it may prescribe.

SECTION 2.07. *Bonds Mutilated, Lost, Destroyed or Stolen.* If a Bond is mutilated, the City, at the expense of the Owner of that Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to or upon the order of the City. If a Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and if indemnity satisfactory to the Trustee is given, the City, at the expense of the Owner, will execute, and the Trustee will thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and are equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.

Notwithstanding any other provision of this Section 2.07, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS

SECTION 3.01. *Issuance of Bonds.* Upon the execution and delivery of this Indenture, the City shall execute and deliver Bonds in the aggregate principal amount of \$[Bond Amount] to the Trustee and the Trustee shall authenticate and deliver the Bonds to the Original Purchaser upon receipt of a Request of the City therefor.

SECTION 3.02. *Deposit and Application of Proceeds.* Upon receipt of the proceeds of the Bonds on the Closing Date, the Trustee shall deposit the proceeds into a special fund to be held by the Trustee and known as the Bond Proceeds Account which the Trustee shall establish and hold in trust hereunder, to be applied as follows:

- (a) The Trustee shall transfer the amount of \$_____ to the Costs of Issuance Fund.

- (b) The Trustee shall apply the amount of \$_____, constituting the remainder of the proceeds of sale of the Bonds, to the satisfaction of the City's obligations under the PERS Contract with respect to the Safety Plan PERS Side Fund Obligations, by effecting a wire transfer of such proceeds to PERS, in accordance with a Request of the City.

After making the foregoing transfers, the Trustee shall close the Bond Proceeds Account.

SECTION 3.03. *Costs of Issuance Fund.* There is hereby established a separate fund to be known as the "Costs of Issuance Fund," to be held by the Trustee. The Trustee shall disburse moneys in the Costs of Issuance Fund from time to time to pay Costs of Issuance upon submission of a Request of the City stating (a) the person to whom payment is to be made, (b) the amounts to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior Request of the City; in each case together with a statement or invoice for each amount requested thereunder. On _____, 2012, the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Debt Service Fund.

SECTION 3.04. *Validity of Bonds.* The recital contained in the Bonds that the same are issued pursuant to the Bond Law and pursuant hereto shall be conclusive evidence of their validity and of regularity of their issuance, and all Bonds shall be incontestable from and after definitive Bonds (or temporary Bonds exchangeable therefor) shall have been delivered to the Original Purchaser and the proceeds of sale thereof received by the Trustee as provided herein.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS; INVESTMENTS

SECTION 4.01. *Security of Bonds; Equal Security.* The Bonds are and shall be secured by a first pledge of all of the Pledged Revenues. In addition, the Bonds shall be secured by a pledge of all of the moneys in each Fund and Account established hereunder, including all amounts derived from the investment of such moneys. Such pledge does and shall constitute a lien on the Pledged Revenues and such other moneys for the payment of the principal of and interest and premium, (if any) on the Bonds in accordance with the terms hereof. The City shall be obligated to satisfy its payment obligations with respect to the Bonds in each Fiscal Year from Pledged Revenues, provided that nothing herein shall prevent the City from satisfying such payment obligations from other available funds of the City. Upon satisfaction of such payment obligations on the Bonds by payment to the Trustee of all amounts due and owing in any Fiscal Year, such pledge and lien on the Pledged Revenues shall terminate with respect to such Fiscal Year. The obligations of the City under the Bonds, including the obligation to make all payments of principal and redemption price of and interest on the Bonds when due and the obligation of the City to make the deposits required hereunder for the security of the Bonds, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do not constitute an obligation of the City for which the City is obligated to levy any form of taxation. Neither the Bonds nor the obligations of the City to make payments on the Bonds constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

In consideration of the acceptance of the Bonds by those who hold the same from time to time, this Indenture constitutes a contract between the City and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the City are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

SECTION 4.02. *Debt Service Fund; Transfer of Amounts to Trustee.* There is hereby established a separate fund to be known as the "Debt Service Fund" which shall be held by the Trustee in trust for the benefit of the Owners. The Trustee will hold the Debt Service Fund for the uses and purposes set forth herein, so long as any of the Bonds remain Outstanding. The City will transfer an amount of legally available funds to the Trustee in the following amounts at the following times, for deposit by the Trustee in the following respective special accounts within the Debt Service Fund, which accounts are hereby established with the Trustee with respect to the Bonds, in the following order of priority:

- (a) Interest Account. On or before the 5th Business Day preceding each Interest Payment Date, the City will transfer to the Trustee for deposit in the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, equals the

aggregate amount of the interest coming due and payable on the Outstanding Bonds on such Interest Payment Date. The Trustee will apply amounts in the Interest Account solely for the purpose of paying the interest on the Bonds when due and payable.

- (b) Principal Account. On or before the 5th Business Day preceding each date on which principal of the Bonds is due and payable at maturity or upon mandatory sinking fund redemption under Section 2.03(b), the City will transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, equals the amount of principal coming due and payable on that date on the Outstanding Bonds, including the principal amount of the Bonds which are subject to mandatory sinking fund redemption on that date under Section 2.03(b). The Trustee will apply amounts in the Principal Account solely for the purpose of paying the principal of the Bonds at the maturity thereof and the principal of the Bonds upon the mandatory sinking fund redemption thereof.

SECTION 4.03. *Investment of Moneys in Funds.* The Trustee shall invest moneys in the funds and accounts established and held by it hereunder in Permitted Investments specified in the Request of the City (which Request will be deemed to include a certification that the specified investment is a Permitted Investment) delivered to the Trustee at least two Business Days in advance of the making of such investments. In the absence of any direction from the City concerning the investment of amounts held by the Trustee hereunder, the Trustee shall invest any such amounts solely in Permitted Investments described in clause (f) of the definition thereof. The City shall ensure that all Permitted Investments mature not later than the date on which the funds invested therein are required to be expended.

Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. Whenever in this Indenture the City is required to transfer any moneys to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder will be retained in the respective fund or account from which such investment was made. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder upon receipt by the Trustee of the Request of the City. The Trustee or an affiliate may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City periodic transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

ARTICLE V

OTHER COVENANTS OF THE CITY

SECTION 5.01. *Punctual Payment.* The City shall punctually pay or cause to be paid the principal and redemption price and interest to become due in respect of all the Bonds in strict conformity with the terms of this Indenture. The City shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures.

SECTION 5.02. *Budget and Appropriation of Debt Service; Certification to Trustee.* The City covenants to take such action as may be necessary to include in each of its annual budgets the payments required to be made by the City under Section 4.02, and to make the necessary annual appropriations for all such payments. If any payment of debt service requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. This covenant to budget and appropriate shall apply to all legally available funds without regard to a specific fund. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Indenture agreed to be carried out and performed by the City.

Promptly following the adoption of an annual budget which includes the appropriations required by this Section, but in any event not later than July 15 in each Fiscal Year, the City shall execute and deliver to the Trustee a Certificate of the City in substantially the form attached hereto as Appendix C, which shall evidence the compliance by the City with the covenants set forth in this Section 5.02 with respect to such Fiscal Year.

SECTION 5.03. *Extension of Payment of Bonds.* The City may not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and if the maturity of any of the Bonds or the time of payment of any such claims for interest is extended, such Bonds or claims for interest are not entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Outstanding Bonds and of all claims for interest thereon which have not been so extended. Nothing in this Section limits the right of the City to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 5.04. *Books and Accounts; Financial Statements; Additional Information.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City. Such books of record and accounts shall at all times during business hours be subject, upon prior written request, to the reasonable inspection of the Trustee (who has no duty to inspect), the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The City will cause to be prepared annually, within 180 days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year. The City will furnish a copy of such statements, upon request, to the Trustee and the Original Purchaser. The Trustee has no duty to review any such financial statement.

SECTION 5.05. *Protection of Security and Rights of Owners.* The City shall preserve and protect the security of the Bonds and the rights of the Owners. From and after the date of issuance of the Bonds, the City shall not contest the validity or enforceability of the Bonds or this Indenture.

SECTION 5.06. *Further Assurances.* The City shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners the rights and benefits provided in this Indenture.

SECTION 5.07. *Information to Original Purchaser.* The City shall provide the following items to the Original Purchaser, in each case in an electronic format which is acceptable to the Original Purchaser:

- (a) audited financial statements of the City pursuant to Section 5.04;
- (b) such additional information as the Original Purchaser shall reasonably request from time to time pursuant to written notice to the City.

SECTION 5.08. *Covenants with respect to Pledged Revenues.* In addition to the other applicable provisions contained in this Indenture, the following covenants shall apply to the Pledged Revenues:

(a) *Limitation on Additional Indebtedness; Against Encumbrances.* The City hereby covenants that, so long as the Bonds are Outstanding, the City shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Pledged Revenues, excepting only the Bonds, any Parity Debt and any Subordinate Debt, and the City will not otherwise encumber, pledge or place any charge or lien upon any of the Pledged Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created in this Indenture for the benefit of the Bonds.

(b) *Maintenance of Pledged Revenues.* The City shall comply with all requirements of law to insure the payment to it of the Pledged Revenues.

(c) *Parity Debt.* In addition to the Bonds, the City may issue or incur Parity Debt payable from Pledged Revenues on a parity with the Bonds in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Debt subject to the following specific conditions all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt issued under this Section:

- (a) The City shall be in compliance with all covenants set forth in this Indenture;

(b) Pledged Revenues received in the next preceding prior Fiscal Year, as set forth in the official records of the City, shall be at least equal to 150% of maximum annual Debt Service on all Bonds and Parity Debt which will be outstanding immediately following the issuance or incurrence of such Parity Debt;

(c) The City shall deliver to the Trustee and the Original Purchaser a Certificate of the City certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a) and (b) of this Section 5.08 have been satisfied."

ARTICLE VI

THE TRUSTEE

SECTION 6.01. *Duties, Immunities and Liabilities of Trustee.*

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or duties will be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable corporate trustee would exercise or use.

(b) Prior to the occurrence and continuation of an Event of Default, the City may remove the Trustee at any time, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time (A) the Trustee ceases to be eligible in accordance with subsection (e) of this Section 6.01, (B) becomes incapable of acting, (C) is adjudged a bankrupt or insolvent, (D) a receiver of the Trustee or its property is appointed, or (E) any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. The City may accomplish such removal by giving 30 days written notice to the Trustee, whereupon the City will appoint a successor Trustee by an instrument in writing, with a copy to the Original Purchaser.

(c) The Trustee may at any time resign by giving written notice of such resignation to the City, and by giving notice of such resignation by first class mail, postage prepaid, to the Owners at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the City will promptly appoint a successor Trustee by an instrument in writing, with a copy to the Original Purchaser.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee becomes effective upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning

Trustee, any Owner (on behalf of such Owner and all other Owners) may petition any federal or state court for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, upon the receipt by the predecessor Trustee of the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City will mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall (i) be a company or bank having trust powers, (ii) have a corporate trust office in the State of California, (iii) have (or be part of a bank holding company system whose bank holding company has) a combined capital and surplus of at least \$50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

If such bank or company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or company is deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in subsection (c) of this Section.

SECTION 6.02. *Merger or Consolidation.* Any bank or company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.03. *Liability of Trustee.*

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, nor does it have any liability whatsoever therefor, nor does it make any representations as to the validity or sufficiency of this Indenture or of the Bonds nor does it incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee is, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee is not liable for the acts of any agents of the Trustee selected by it with due care. The Trustee may become the Owner of Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee, either as principal or agent, may engage in or be entrusted in any financial or other transaction with the City.

(b) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee is not liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(d) The Trustee will not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer of the Trustee has actual knowledge thereof, or unless and until a responsible officer of the Trustee has received written notice thereof at its Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the City's payment of principal and interest on the Bonds, the City's observance or performance of any other covenants, conditions or terms contained herein, or the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, the Trustee is not responsible for reviewing the contents of any financial statements furnished to the Trustee under Section 5.05 and may rely conclusively on the Certificate of the City accompanying such financial statements to establish the City's compliance with its financial covenants hereunder.

(e) No provision in this Indenture requires the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder. The Trustee is entitled to

receive interest on any moneys advanced by it hereunder, at the maximum rate permitted by law.

(f) The Trustee may establish additional accounts or subaccounts of the funds established hereunder as the Trustee deems necessary or prudent in furtherance of its duties under this Indenture.

(g) The Trustee has no responsibility or liability whatsoever with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, nor shall the Trustee have any obligation to review any such material, and any such review by the Trustee will not be deemed to create any obligation, duty or liability on the part of the Trustee.

(h) Before taking any action under Article VIII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished to it to hold the Trustee harmless from any expenses whatsoever and to protect it against any liability it may incur hereunder.

(i) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(j) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

SECTION 6.04. *Right to Rely on Documents.* The Trustee is protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, Bond Counsel or other counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee is not bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person's title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may (but has no duty to), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant appointed by the City.

SECTION 6.05. *Preservation and Inspection of Documents.* The Trustee shall retain in its possession all documents received by it under the provisions of this Indenture, which are subject during normal business hours, and upon reasonable prior written notice, to the inspection of the City and any Owner, and their agents and representatives duly authorized in writing.

SECTION 6.06. *Compensation and Indemnification.* Absent any agreement to the contrary, the City shall pay to the Trustee from time to time compensation for all services rendered under this Indenture and also all expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including any allocated costs of internal counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture.

The City further covenants to indemnify the Trustee and its officers, directors, agents and employees, against any loss, expense and liabilities, whether or not litigated, which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability and of enforcing any remedies hereunder and under any related documents, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the City under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

SECTION 6.07. *Accounting Records and Financial Statements.* The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the City at reasonable hours, during regular business hours, with reasonable prior notice and under reasonable circumstances. The Trustee shall furnish to the City, at least semiannually, an accounting (which may be in the form of its customary statements) of all transactions relating to the proceeds of the Bonds and all funds and accounts held by the Trustee under this Indenture.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

SECTION 7.01. *Amendments Permitted.*

(a) Amendment With Owner Consent. This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended by the City and the Trustee at any time by the execution of a Supplemental Indenture, with the written consents of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 9.05. Any such Supplemental Indenture becomes effective upon the execution and delivery thereof by the parties thereto and upon consent of the requisite Owners. No such modification or amendment may:

- (i) extend the maturity of a Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal thereof, or interest thereon, or any premium payable on the redemption thereof, at the time and place and at the rate and in the currency provided therein, without the written consent of the Owner of that Bond; or
- (ii) modify any of the rights or obligations of the Trustee without its written consent.

(b) Amendment Without Owner Consent. This Indenture and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time by the execution of a Supplemental Indenture, without the consent of any Owners of the Bonds, for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;
- (ii) to provide additional security for the Bonds; or
- (iii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained in this Indenture, or in any other respect whatsoever as the City deems necessary or desirable, provided under any circumstances that such modifications or amendments do not materially adversely affect the interests of the Owners in the opinion of Bond Counsel filed with the City and the Trustee.

Notwithstanding the foregoing provisions of this subsection (b), so long as the Original Purchaser is the Owner of all of the Outstanding Bonds, no amendment shall be made under this subsection (b) without the prior written consent of the Original Purchaser.

SECTION 7.02. *Effect of Supplemental Indenture.* From and after the time any Supplemental Indenture becomes effective under this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 7.03. *Endorsement or Replacement of Bonds After Amendment.* After the effective date of any amendment or modification hereof under this Article VII, the City may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the City, as to such amendment or modification and in that case upon demand of the City the Owners of such Bonds shall present such Bonds for that purpose at the Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the City may determine that new Bonds shall be prepared and executed in exchange for any or all of the Bonds and in

that case upon demand of the City the Owners of the Bonds shall present such Bonds for exchange at the Office of the Trustee without cost to such Owners.

SECTION 7.04. *Amendment by Mutual Consent.* The provisions of this Article VII do not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner.

SECTION 7.05. *Trustee's Reliance.* The Trustee may conclusively rely, and is protected in relying, upon a Certificate of the City and an opinion of counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. *Events of Default.* Each of the following events constitutes an Event of Default hereunder:

- (a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, including mandatory sinking fund redemption under Section 2.03(b), by acceleration, or otherwise.
- (b) Failure to pay any installment of interest on the Bonds when due.
- (c) Failure by the City to observe and perform any of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the City by the Trustee; *provided, however*, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, such failure will not constitute an Event of Default if corrective action is instituted by the City within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time, such period to be no longer than 180 days from the date of the default notice without the prior written consent of the Original Purchaser to a longer period.
- (d) The City commences a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

SECTION 8.02. *Remedies on Default.* If an Event of Default occurs under Section 8.01 and is continuing, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee must, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same will become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) subject to the provisions of Sections 8.07 and

8.09, exercise any other remedies available to the Trustee and the Owners in law or at equity to enforce the rights of the Owners under this Indenture. Without limiting the generality of the foregoing, the Trustee shall have the right by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it.

SECTION 8.03. *Notice of Event of Default.* Immediately upon having knowledge of the occurrence of an Event of Default the Trustee shall promptly give notice of such Event of Default to the City and the Original Purchaser by telephone confirmed in writing. Such notice must also state whether the principal of the Bonds has been declared to be or have immediately become due and payable as provided in Section 8.02. With respect to any Event of Default described in Section 8.01(a) or (b), the Trustee shall, and with respect to any Event of Default described in Section 8.01(c) the Trustee in its sole discretion may, also give such notice to the Owners in the same manner as provided herein for notices of redemption of the Bonds, which must include the statement that interest on the Bonds will cease to accrue from and after the date, if any, on which the Trustee declares the Bonds to become due and payable under Section 8.02 (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

SECTION 8.04. *Application of Funds Upon Event of Default.* All of the sums in the funds and accounts established and held by the Trustee hereunder upon the occurrence of an Event of Default, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee as follows and in the following order:

- (a) *First*, to the payment of any fees, costs and expenses incurred by the Trustee to protect the interests of the Owners of the Bonds; payment of the fees, costs and expenses of the Trustee (including fees and expenses of its counsel, including any allocated costs of internal counsel) incurred in and about the performance of its powers and duties under this Indenture and the payment of all fees, costs and expenses owing to the Trustee under Section 6.06, together with interest on all such amounts advanced by the Trustee at the maximum rate permitted by law.
- (b) *Second*, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts at the respective rates of interest borne by those Bonds, and in case such moneys are insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts.
- (c) *Third*, to the payment of any other amounts then due and owing the Original Purchaser under the Bond Purchase Agreement.

SECTION 8.05. *Power of Trustee to Control Proceedings.* If the Trustee, upon the happening of an Event of Default, takes any action, by judicial proceedings or

otherwise, in the performance of its duties hereunder, whether upon its own discretion, with the consent or upon the request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, it has full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action. The Trustee may not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 8.06. *Limitation on Owners' Right to Sue.* No Owner of a Bond has the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless:

- (a) said Owner has previously given to the Trustee written notice of the occurrence of an Event of Default;
- (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;
- (c) said Owners have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and
- (d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners has any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and premium, if any, and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

SECTION 8.07. *Non-waiver.* Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, affects or impairs the obligation of the City, which is absolute and unconditional, to pay from any source of legally available funds of the City, the principal of and interest and redemption premium (if any) on the Bonds to the Owners when due and payable as herein provided, or affects or impairs the right of

action, which is also absolute and unconditional, of the Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner does not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Owner or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If a suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the City, the Owners will be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

SECTION 8.08. *Actions by Trustee as Attorney-in-Fact.* Any suit, action or proceeding which any Owner has the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, subject to the provisions of Article VI. Notwithstanding the foregoing provisions of this Section 8.08, the Trustee has no duty to enforce any such right or remedy unless it has been indemnified to its satisfaction for any additional fees, charges and expenses of the Trustee related thereto, including without limitation, fees and charges of its attorneys and advisors.

SECTION 8.09. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Bond Law or any other law.

SECTION 8.10. *Control of Remedies by Original Purchaser.* Notwithstanding anything herein to the contrary, for so long as a majority in aggregate principal amount of the Outstanding Bonds are owned by the Original Purchaser, the Trustee shall act only as directed in writing by the Original Purchaser in connection with any actions relating to events of default or waivers thereof, or remedies or consents or the exercise of any other rights granted to the Trustee hereunder. Any time the consent of, or notice to, the Original Purchaser is required under this Indenture, such consent or notice is only required if the Original Purchaser shall own at least a majority in aggregate principal amount of the Outstanding Bonds. All provisions herein relating to the rights of the Original Purchaser shall be of no force and effect if the Original Purchaser no longer owns a majority in principal amount of Outstanding Bonds. In such event, all references to the Original Purchaser shall have no force or effect.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to Parties.* Nothing in this Indenture, expressed or implied, gives any person other than the City, the Trustee and the Owners, including the Original Purchaser, any right, remedy, claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the City are for the sole and exclusive benefit of the Trustee and the Owners, including the Original Purchaser.

SECTION 9.02. *Successor is Deemed Included in All References to Predecessor.* Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee binds and inures to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 9.03. *Defeasance of Bonds.* If the City pays and discharges the entire indebtedness on any Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing with the Trustee, in trust, at or before maturity, an amount of cash which, together with the available amounts then on deposit in the funds and accounts established under this Indenture, in the opinion or report of an Independent Accountant delivered to the Trustee and the Original Purchaser is fully sufficient to pay such Bonds, including all principal, interest and redemption premium, if any;
- (c) by irrevocably depositing with the Trustee, in trust, at or before maturity, Federal Securities, which, together with the interest to accrue thereon and available amounts then on deposit in the funds and accounts established under this Indenture, in the opinion or report of an Independent Accountant delivered to the Trustee and the Original Purchaser is fully sufficient to pay and discharge the indebtedness on such Bonds including all principal, interest and redemption premium, if any; or
- (d) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

and provided further that (i) no obligations are then due and owing by the City to the Original Purchaser under the Bond Purchase Agreement, as evidenced by a Certificate of the City to such effect filed with the Original Purchaser and the Trustee, and (ii) if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption has been duly given or provision satisfactory to the Trustee has been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds

have not been surrendered for payment, all obligations of the Trustee and the City under this Indenture with respect to such Bonds shall cease and terminate, except only:

- (a) the obligation of the Trustee to transfer and exchange Bonds hereunder,
- (b) the obligation of the City to pay or cause to be paid to the Owners of such Bonds, from the amounts so deposited with the Trustee, all sums due thereon, and
- (c) the obligations of the City to compensate and indemnify the Trustee under Section 6.06.

The City must file notice of such election with the Trustee and the Original Purchaser. The Trustee shall pay any funds thereafter held by it, which are not required for said purpose, to the City.

To accomplish defeasance, the City shall cause to be delivered to the Trustee and the Original Purchaser (i) a report of an Independent Accountant verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement, (iii) an opinion of Bond Counsel to the effect that the Bonds are no longer Outstanding and (iv) a certificate of discharge of the Trustee with respect to the Bonds. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City and the Trustee and the Original Purchaser.

In the case of a defeasance or payment of all of the Bonds Outstanding in accordance with this Section 9.03, the Trustee shall pay all amounts held by it in any funds or accounts hereunder, which are not required for said purpose or for payment of amounts due the Trustee under Section 6.06, to the City.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Owners.* Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof are conclusively proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

SECTION 9.05. *Disqualified Bonds.* In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the City shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. The Trustee will not be deemed to have knowledge that any Bond is owned or held by the City unless the Trustee has received written notice to that effect.

SECTION 9.06. *Waiver of Personal Liability.* No member, officer, agent or employee of the City is individually or personally liable for the payment of the principal of or interest or any premium on the Bonds. However, nothing contained herein relieves any such member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.07. *Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity.* To the fullest extent permitted by law, the City hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Bonds, this Indenture or any documents relating to the Bonds or this Indenture, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the City hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The City hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Bonds or this Indenture.

SECTION 9.08. *Destruction of Canceled Bonds.* Whenever in this Indenture provision is made for the surrender to the City of any Bonds which have been paid or canceled under the provisions of this Indenture, a certificate of destruction duly executed by the Trustee shall be deemed to be the equivalent of the surrender of such canceled Bonds and the City is entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to. The City will pay all costs of any microfilming of Bonds to be destroyed.

SECTION 9.09. *Notices.* All written notices under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice is effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) upon actual receipt after deposit in the United States mail, postage prepaid, or (c) in any other case, upon actual receipt. The City, the Trustee or the Original Purchaser may, by written notice to the other parties, from time to time modify the address or number to which communications are given hereunder.

If to the City: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670
Attention: City Manager

If to the Trustee: The Bank of New York Mellon Trust Company,
N.A.
700 So. Flower Street, Suite 500
Los Angeles, California 90017
Attention: Corporate Trust Services

If to the Original Purchaser: Banc of America Leasing & Capital. LLC
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

SECTION 9.10. *Partial Invalidity.* If any Section, paragraph, sentence, clause or phrase of this Indenture is for any reason held illegal, invalid or unenforceable, such holding will not affect the validity of the remaining portions of this Indenture. The City and the Trustee hereby declare that they would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 9.11. *Unclaimed Moneys.* Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of and interest and redemption premium (if any) on such Bonds.

SECTION 9.12. *Execution in Counterparts.* This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.13. *Governing Law.* This Indenture shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the CITY OF SANTA FE SPRINGS has caused this Indenture to be signed in its name by the Mayor and attested to by the City Clerk, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF SANTA FE SPRINGS

By _____
Mayor

Attest:

City Clerk

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A. *as Trustee***

By _____
Authorized Officer

APPENDIX A

DEFINITIONS

"Authorizing Resolution" means the Resolution adopted by the City Council of the City on December 8, 2011, authorizing the issuance of the Bonds.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations issued by public agencies.

"Bond Law" means the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code, as in effect on the Closing Date or as thereafter amended.

"Bonds" means the City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds issued by the City in the aggregate principal amount of \$[Bond Amount] under the Bond Law, the Authorizing Resolution and this Indenture.

"Business Day" means a day of the year (other than a Saturday or Sunday) on which banks in California are not required or permitted to be closed.

"Certificate of the City" means a certificate in writing signed by the Mayor, the City Manager or the Finance Director, or any other officer of the City duly authorized by the City for that purpose.

"City" means the City of Santa Fe Springs, California, a municipal corporation and general law city organized and existing under the laws of the State of California.

"Closing Date" means _____, 2012, being the date on which the Bonds are delivered by the City to the Original Purchaser.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to: printing expenses; filing and recording fees; initial fees, expenses and charges of the Trustee and its counsel, including the Trustee's first annual administrative fee; fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, including fees of Original Purchaser's Counsel; and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Debt Service Fund" means the fund by that name established and held by the Trustee under Section 4.02.

"Escrow Deposit Agreement" means an agreement with the Trustee or other fiduciary providing for the deposit in trust and the investment and disbursement of funds sufficient to pay in full and defease the Bonds.

"Event of Default" means any of the events described in Section 8.01.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; or (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

"Indenture" means this Indenture of Trust between the City and the Trustee, as amended or supplemented from time to time under any Supplemental Indenture entered into under the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State of California, appointed by or acceptable to the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Interest Account" means the account by that name established and held by the Trustee under Section 4.02(a).

"Interest Payment Date" means June 30, 2012, and each June 30 and December 31 thereafter so long as any of the Bonds remain unpaid.

"Letter Agreement For Purchase" means the Letter Agreement For Purchase, dated as of _____, 2012, between the City and the Original Purchaser, relating to the purchase of the Bonds by the Original Purchaser from the City.

"Office" means, with respect to the Trustee, the corporate trust office of the Trustee at the address set forth in Section 9.09, or at such other or additional offices as may be specified by the Trustee in writing to the City and the Original Purchaser.

"Original Purchaser" means Banc of America Leasing and Capital, LLC, a Delaware limited liability company, as original purchasers of the Bonds upon the negotiated sale thereof, or its successors or assigns.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the City hereunder.

"Owner" means, with respect to any Bond, the person in whose name the ownership of such Bond is registered on the Registration Books.

"Parity Debt" means any obligations issued or incurred by the City on a parity with the Bonds pursuant to Section 5.08.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

- (a) Federal Securities;
- (b) Obligations of any agency, department or instrumentality of the United States of America which are rated A or better by S&P.
- (c) Interest-bearing deposit accounts (including certificates of deposit) in federal or State of California chartered savings and loan associations or in federal or State of California banks (including the Trustee), provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation.
- (d) Commercial paper rated "A-1+" or better by S&P.
- (e) Federal funds or bankers acceptances with a maximum term of one year of any bank which an unsecured, uninsured and unguaranteed obligation rating of "A-1+" or better by S&P.
- (f) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries provide investment advisory or other management services.
- (g) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).
- (h) Bonds or notes issued by any state or municipality which are rated A or better by S&P.
- (i) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"PERS" means the California State Public Employees' Retirement System.

"PERS Contract" means the contract, as amended from time to time, entered into by the City and PERS pursuant to the Retirement Law obligating the City to make

contributions to PERS in exchange for PERS providing retirement benefits to certain City employees. The PERS Contract was first effective December 1, 1958, and was thereafter amended several times, including the most recent Amendment to Contract, effective _____ 2011.

"PERS Side Fund Obligations" means the obligation of the City under the Retirement Law and the PERS Contract to make payments to PERS under the Side Fund program of PERS with respect to benefits accruing to retired public safety employees and certain other employees of the City under the Safety Plan.

"Pledged Revenues" means sales and use tax revenues paid to the City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law being Part 1.5 (commencing with Section 7200) of Division 2 of the California Revenue and Taxation Code

"Principal Account" means the account by that name established and held by the Trustee under Section 4.02(b).

"Record Date" means, with respect to any Interest Payment Date, the close of business on the 1st calendar day of the month in which such Interest Payment Date occurs, whether or not such 1st calendar day is a Business Day.

"Registration Books" means the records maintained by the Trustee under Section 2.06 for the registration and transfer of ownership of the Bonds.

"Request of the City" means a request in writing signed by the Mayor, the City Manager or the Finance Director, or any other officer of the City duly authorized by the City for that purpose.

"Retirement Law" means the Public Employees' Retirement Law set forth in Sections 20000 et seq. of the Government Code.

"S&P" means Standard & Poor's Corporation, of New York, New York, and its successors.

"Safety Plan" means the obligation of the City to make payments pursuant to the PERS Contract with respect to the City's public safety employees.

"Subordinate Debt" means any loans, advances or indebtedness issued or incurred by the City which are either: (a) payable from, but not secured by a pledge of or lien upon, the Pledged Revenues; or (b) secured by a pledge of or lien upon the Pledged Revenues which is subordinate to the pledge of and lien upon the Pledged Revenues hereunder for the security of the Bonds and any Parity Debt.

"Supplemental Indenture" means any indenture, agreement or other instrument which amends, supplements or modifies this Indenture and which has been duly entered into between the City and the Trustee; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as Trustee hereunder, or any successor thereto appointed as Trustee hereunder in accordance with the provisions of Article VI.

APPENDIX B

FORM OF BOND

No. R - 1

\$[Bond Amount]

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

CITY OF SANTA FE SPRINGS 2012 TAXABLE PENSION OBLIGATION BOND

RATE OF INTEREST:
____%

MATURITY DATE:
June 30, 20__

ORIGINAL ISSUE DATE:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

The CITY OF SANTA FE SPRINGS, a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the first calendar day of the month in which such Interest Payment Date occurs (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before May 15, 2012, in which event it shall bear interest from the Original Issue Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on June 30 and December 31 in each year, commencing June 30, 2012 (the "Interest Payment Dates"), until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof at the corporate office of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), in Los Angeles, California, or such other place as designated by the Trustee. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such

Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least \$1,000,000 aggregate principal amount of Bonds which written request is on file with the Trustee prior to the Record Date immediately preceding any Interest Payment Date, interest on such Bonds shall be paid on such Interest Payment Date by wire transfer to such account within the United States of America as shall be specified in such written request.

Notwithstanding anything herein or in the Indenture to the contrary, so long as this Bond is owned by Banc of America Leasing and Capital, LLC, (the "Original Purchaser"), (a) this Bond is not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof, and (b) the Trustee will pay the principal of, including sinking fund payments, and interest on this Bond by wire transfer to the Original Purchaser in accordance with the wire transfer instructions set forth in the Indenture; provided that principal on this Bond which is payable at maturity shall be made only upon presentation and surrender hereof at the designated corporate trust office of the Trustee as set forth in the preceding paragraph.

This Bond is one of a duly authorized issue of bonds of the City designated as the "City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds" (the "Bonds") of an aggregate principal amount of \$[Bond Amount], all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities or interest rates) and all issued under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law") and under an Indenture of Trust, dated as of December 1, 2011, between the City and the Trustee (the "Indenture"). The Bonds have been authorized to be issued by the City under a resolution adopted by the Board of Directors of the City on December 8, 2011. Reference is hereby made to the Indenture (copies of which are on file at the office of the City) and all supplements thereto and to the Bond Law for a description of the terms on which the Bonds are issued, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the City thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the City to refinance obligations of the City owing to the Public Employees Retirement System of the State of California. This Bond and the interest hereon are payable from any source of legally available funds of the City.

The rights and obligations of the City and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the rate of interest thereon without the consent of the owner of such Bond, or shall reduce the percentages of the owners required to effect any such modification or amendment.

The City may not optionally redeem the Bonds prior to June 30, 2017. The City may redeem the Bonds in whole but not in part, on any date on or after June 30, 2017, by paying a redemption price equal to the principal amount of the Bonds to be

redeemed, together with interest accrued thereon to the date of redemption, without premium.

The Bonds are subject to mandatory redemption at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on June 30 and December 31 in the years as set forth in the following table.

**Sinking Fund
Redemption Date**

[To Come]

**Principal Amount
To Be Redeemed**

[To Come]

As provided in the Indenture, the Trustee is required to mail notice of redemption of any Bonds by first class mail, postage prepaid, not less than 30 nor more than 60 days before the redemption date, to the registered owners of the Bonds to be redeemed, but neither failure to receive such notice nor any defect in the notice so mailed affects the sufficiency of the proceedings for prepayment or the cessation of accrual of interest thereon. Notwithstanding the foregoing, so long as the Bonds are owned by the Original Purchaser, no notice of sinking fund redemption shall be given. If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest hereon will cease to accrue from and after the date fixed for redemption.

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purpose of such selection, all Bonds will be deemed to be comprised of separate \$1,000 denominations and such separate denominations will be treated as separate Bonds which may be separately redeemed.

If an Event of Default occurs under and as defined in the Indenture, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said corporate trust office of the Trustee in Los Angeles, California, or such other place as designated by the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the

same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond is not entitled to any benefit under the Indenture and is not valid or obligatory for any purpose until the certificate of authentication hereon endorsed has been signed by the Trustee.

IN WITNESS WHEREOF, the CITY OF SANTA FE SPRINGS has caused this Bond to be executed in its name and on its behalf with the facsimile signature of the Mayor and to be attested to by the facsimile signature of City Clerk, all as of the Original Issue Date specified above.

CITY OF SANTA FE SPRINGS

By _____
Joseph D. Serrano Sr., Mayor

Attest:

Deputy City Clerk

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

Bank of New York Mellon Trust Company,
N.A., as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby _____ irrevocably _____ constitute(s) _____ and _____ appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C

FORM OF ANNUAL CITY CERTIFICATION REGARDING BUDGET AND APPROPRIATION OF DEBT SERVICE

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting _____ of the City of Santa Fe Springs, a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "City"), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same;

(ii) the City has previously issued its City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds in the aggregate principal amount of \$_____ (the "Bonds") under an Indenture of Trust dated as of December 1, 2011 (the "Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee;

(iii) during the fiscal year commencing July 1, 20__ (the "Ensuing Fiscal Year"), the aggregate amount of principal and interest coming due on the Bonds is \$_____;

(iv) on _____, 20__, the Board of Directors of the City duly adopted it Resolution No. ____ at a meeting which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, adopting a budget for the City (the "Adopted Budget") with respect to the Ensuing Fiscal Year;

(v) pursuant to the Adopted Budget, the City has budgeted the payment of principal and interest coming due during the Ensuing Fiscal Year on the Bonds; and

(vi) attached hereto is an extract from the Adopted Budget showing a line item for payment of principal and interest coming due during the Ensuing Fiscal Year on the Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given them in the Indenture.

Dated:

CITY OF SANTA FE SPRINGS

By: _____
Name:
Title:

LETTER AGREEMENT FOR PURCHASE
[BANA Letterhead]

_____, 2012

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670

Re: Purchase of \$_____ City of Santa Fe Springs 2012 Taxable Pension
Obligation Bonds by Banc of America Leasing & Capital, LLC

Ladies and Gentlemen:

The undersigned, Banc of America Leasing & Capital, LLC ("BANA"), offers, upon the following terms, to purchase \$_____ City of Santa Fe Springs 2012 Taxable Pension Obligation Bonds (the "Bonds") authorized to be issued by the City of Santa Fe Springs (the "City") pursuant to a resolution adopted by the City Council on December 8, 2011, (the "Resolution") and an Indenture of Trust (the "Indenture") by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture of Trust providing for the issuance of the Bonds, dated as of December 1, 2011, by and between the City and the Trustee (the "Indenture").

1. *Purchase and Purchase Price; Terms of the Bonds.* The City agrees to execute and deliver the Bonds to BANA, and BANA agrees to purchase the Bonds for a purchase price of par (\$_____). The Bonds shall bear an interest rate of _____ % per annum and Sinking fund payments on the Bonds shall be as shown in Exhibit A hereto.

2. *Use of Funds.* The purchase price paid by BANA shall be used by the City (i) to refund the PERS Side Fund Obligations of the City in respect of retired public safety employees under the PERS Contract, and (ii) to pay the financing costs of the transaction.

3. *Disposition of Proceeds.* Upon the Closing Date, as defined below, the purchase price paid by BANA shall be applied as follows:

(a) The Trustee shall apply the amount of \$_____ to pay the financing costs of the transaction as shall be set forth in a requisition of the City delivered to the Trustee on the Closing Date.

(b) The Trustee shall apply the remaining amount of \$_____ to the satisfaction of the City's obligations under the PERS Contract with respect to the Safety Plan PERS Side Fund Obligations, by effecting a wire transfer of such proceeds to

PERS, in accordance with the written of the City delivered to the Trustee on the Closing Date.

4. *Closing.* At 11:00 a.m. California Time, on _____, 2012, or at such other time or on such earlier or later date as BANA and the City mutually agree upon (the "Closing Date"), the City will deliver (or cause to be delivered) the Bonds to BANA and BANA shall pay the purchase price for the Bonds as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the City.* The City represents and warrants to BANA that all representations and warranties set forth in the Resolution and the Indenture are true and correct on the date hereof and are made for the benefit of BANA as if set forth herein.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the City of a certified copy of the Resolution and the Indenture, together with an incumbency certificate;

(b) The delivery of a certified copy of the judicial determination of the validity of the Bonds, the Indenture and related matters by the Superior Court of Los Angeles County, rendered under the provisions of Sections 860 et seq. of the Code of Civil Procedure of the State of California;

(c) The Delivery of a legal opinion addressed to the City and BANA, dated the Closing Date, of Jones Hall, A Professional Law Corporation, with respect to the validity of the Bonds and related matters, in form and substance acceptable to BANA;

(d) The delivery of a certificate dated the Closing Date and signed by the City Manager or such other officer of the City as the City Council of the City may have authorized, to the effect that:

(i) to the best knowledge of the City, there are no actions or proceedings against the City pending or threatened that adversely affect the City pledge of the Pledged Revenues to pay debt service on the Bonds or to perform its obligations under the Indenture;

(ii) the representations of the City contained herein and in the Resolution and the Indenture are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the City acknowledges receipt from BANA of the purchase price for the Bonds;

(e) such other documents as may be requested by BANA.

7. *Events Permitting BANA to Terminate.* BANA may terminate its obligation to purchase the Bonds before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of BANA, casts sufficient doubt on the legality of the Bonds so as to materially impair the marketability or to materially reduce the market price of the Bonds; or

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Bonds under the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

BANC OF AMERICA LEASING & CAPITAL,
LLC

By _____

Name _____

Title _____

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF SANTA FE SPRINGS

By _____
City Manager

EXHIBIT A
SCHEDULE OF SINKING FUND PAYMENTS

[TO COME]

**CITY OF SANTA FE SPRINGS
CalPERS Side Fund Refunding
Proposed Taxable Pension Obligation Bonds
Summary of Private Placement Refunding as of 11-21-11
Safety Plan**

Exhibit B

	<u>Current Market Rate of 5.10%</u>	<u>Not to Exceed Rate of 5.50%</u>
REFUNDING BONDS		
Loan Payoff Amount @ 12-30-11	7,229,537	7,229,537
Costs of Issuance	119,463	119,463
Par Amount	7,349,000	7,349,000
Arbitrage Yield	5.10%	5.50%
All-In True Interest Cost	5.48%	5.89%
TOTAL DEBT SERVICE		
Refunding	9,243,676	9,401,820
Existing	9,912,658	9,912,658
Savings	668,982	510,838
Savings Percentage	6.75%	5.15%
Net Present Value Savings	444,332	305,522
Net Present Value Savings Percentage	6.05%	4.16%
AVERAGE FISCAL YEAR DEBT SERVICE		
2011/12 thru 2019/20 - Refunding	1,087,491	1,106,096
2011/12 thru 2019/20 - Existing	1,166,195	1,166,195
2011/12 thru 2019/20 - Savings	78,704	60,099

City of Santa Fe Springs
Side Fund Refunding Scenarios
Series 2012

Gross Debt Service Schedule and Savings Calculation (NPV Basis) - (Safety Plan)

Estimate Based on 5.5% Interest Rate

Date	Proposed			Existing Side Fund Payments	Annual (Savings) / Cost	Present Value
	Principal	Interest	Periodic Debt Service	Annual Debt Service		
12/30/2011						
6/30/2012	275,000	202,097.50	477,097.50	477,097.50	507,654.50	(29,739.17)
12/30/2012	300,000	194,535.00	494,535.00			468,417.78
6/30/2013	308,000	186,285.00	494,285.00	988,820.00	1,048,306.00	(510,717.50)
12/30/2013	333,000	177,815.00	510,815.00			458,285.71
6/30/2014	342,000	168,657.50	510,657.50	1,021,472.50	1,082,376.00	(499,198.29)
12/30/2014	369,000	159,252.50	528,252.50			448,901.01
6/30/2015	380,000	149,105.00	529,105.00	1,057,357.50	1,117,554.00	(486,671.61)
12/30/2015	408,000	138,655.00	546,655.00			440,006.08
6/30/2016	419,000	127,435.00	546,435.00	1,093,090.00	1,153,874.00	(475,845.75)
12/30/2016	450,000	115,912.50	565,912.50			431,450.50
6/30/2017	462,000	103,537.50	565,537.50	1,131,450.00	1,191,375.00	(464,367.10)
12/30/2017	494,000	90,832.50	584,832.50			422,327.67
6/30/2018	508,000	77,247.50	585,247.50	1,170,080.00	1,230,095.00	(453,203.47)
12/30/2018	542,000	63,277.50	605,277.50			414,008.16
6/30/2019	557,000	48,372.50	605,372.50	1,210,650.00	1,270,073.00	(442,484.99)
12/30/2019	593,000	33,055.00	626,055.00			405,604.91
6/30/2020	609,000	16,747.50	625,747.50	1,251,802.50	1,311,350.00	(432,296.06)
Totals	7,349,000	2,052,820.00	9,401,820.00	9,401,820.00	9,912,657.50	(510,837.50)

Savings % New Issue 4.16%

Estimate Based on 5.1% Interest Rate

Date	Proposed			Existing Side Fund Payments	Annual (Savings) / Cost	Present Value
	Principal	Interest	Periodic Debt Service	Annual Debt Service		
12/30/2011						
6/30/2012	281,000	187,399.50	468,399.50	468,399.50	507,654.50	(38,278.89)
12/30/2012	305,000	180,234.00	485,234.00			461,402.45
6/30/2013	312,000	172,456.50	484,456.50	969,690.50	1,048,306.00	(522,824.83)
12/30/2013	337,000	164,500.50	501,500.50			453,449.27
6/30/2014	346,000	155,907.00	501,907.00	1,003,407.50	1,082,376.00	(511,800.50)
12/30/2014	372,000	147,084.00	519,084.00			446,296.68
6/30/2015	382,000	137,598.00	519,598.00	1,038,682.00	1,117,554.00	(501,325.25)
12/30/2015	410,000	127,857.00	537,857.00			439,725.35
6/30/2016	420,000	117,402.00	537,402.00	1,075,259.00	1,153,874.00	(491,464.75)
12/30/2016	450,000	106,692.00	556,692.00			432,771.18
6/30/2017	461,000	95,217.00	556,217.00	1,112,909.00	1,191,375.00	(481,492.43)
12/30/2017	492,000	83,461.50	575,461.50			425,391.00
6/30/2018	505,000	70,915.50	575,915.50	1,151,377.00	1,230,095.00	(471,556.02)
12/30/2018	538,000	58,038.00	596,038.00			418,962.01
6/30/2019	551,000	44,319.00	595,319.00	1,191,357.00	1,270,073.00	(462,498.68)
12/30/2019	586,000	30,268.50	616,268.50			411,907.15
6/30/2020	601,000	15,325.50	616,325.50	1,232,594.00	1,311,350.00	(452,995.42)
Totals	7,349,000	1,894,675.50	9,243,675.50	9,243,675.50	9,912,657.50	(668,982.00)

Savings % New Issue 6.05%

Exhibit D**City of Santa Fe Springs
Side Fund Proposed Refunding
Series 2012****Sources of Funds**

Loan Amount	\$ 7,349,000.00
-------------	-----------------

Total Sources of Funds	7,349,000.00
-------------------------------	---------------------

Uses of Funds

Loan Payoff Amount	7,229,537.00
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Costs of Issuance (see below)	119,463.00
-------------------------------	------------

Total Uses of Funds	\$ 7,349,000.00
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Costs of Issuance

Type	Amount
Bond Counsel	\$ 45,000.00
Placement Agent	45,000.00
Bond Validation	7,500.00
Trustee	5,000.00
Bank Legal Counsel	10,000.00
CDIAC	1,102.35
Miscellaneous	5,000.00
Rounding Adjustment	860.65
Total	\$ 119,463.00



City of Santa Fe Springs

City Council Meeting

December 8, 2011

PRESENTATION

Las Posadas at Heritage Park

BACKGROUND

The traditional candle-lit procession, *Las Posadas*, now in its 21st year, will take place on Friday, December 9 at Heritage Park.

Las Posadas is a cultural celebration that depicts Mary and Joseph's journey to Bethlehem in search of shelter. The candle-lit procession is lead by a Christmas angel along with a live burro and two children dressed as Joseph and Mary and starts their journey from the Heritage Park Windmill asking "Posada" (shelter) and singing English and Spanish carols through the night. As the last door is opened and shelter has been found, the celebration begins. Colorful performances by folklorico dancers and mariachis will take place on an outdoor stage. Food may be purchased and free refreshments will be served.

The City Council and the community are all invited to partake in the celebration beginning at 6:30 p.m.

The Mayor may call upon Hilary Keith, Director of Library and Cultural Services, to assist with the presentation.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

December 8, 2011


APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	2	González
Beautification	3	Serrano
Community Program	3	González
Community Program	3	Rounds
Community Program	2	Serrano
Community Program	5	Trujillo
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	1	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo
Youth Leadership	1	González
Youth Leadership	2	Serrano

An application for the Youth Leadership Committee was received from Julio Correa.

Please direct any questions regarding this report to the Deputy City Clerk.


Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez
Raul Miranda, Jr.
A.J. Hayes

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Yardley Castellanos
Cristian Garcia
Irie Garcia
Yesenia Maciel
Victoria Ramirez
Felipe Rangel

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(12)
	Paula Minnehan	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Ruth Gray	(13)
Rounds	Sadie Calderon	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Serrano	Ruth Gray	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRRIT Family Services)

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY

NAME

Gonzalez

Laurie Rios*

Moore

May Sharp

Rounds

A.J. Hayes

Serrano

Paula Minnehan

Trujillo

Amparo Oblea

Committee Representatives

Beautification Committee

Historical Committee

Planning Commission

Chamber of Commerce

Marlene Vernava

Larry Oblea

Frank Ybarra

Tom Summerfield

Council/Staff Representatives

Council

City Manager

Director of Library & Cultural Services

Director of Planning & Development

Richard Moore

Thaddeus McCormack

Hilary Keith

Paul Ashworth

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan	(13)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,
Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(12)
	Frank Leader	(12)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Daniel Baca	(13)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(13)
	Fred Earl	(13)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2011
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

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

Membership: 5

APPOINTED BY

NAME

Gonzalez

Laurie Rios

Moore

Manny Zevallos

Rounds

Susan Johnston

Serrano

Michael Madrigal

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(13)
	Vacant	(13)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees.*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Vacant	()
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Drew Bobadilla	(13)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Trujillo	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)



City of Santa Fe Springs

City Council Meeting

December 8, 2011

COUNCIL APPOINTMENTS

Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

RECOMMENDATION

That the City Council appoint/re-appoint a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative.

BACKGROUND

The Greater Los Angeles County Vector Control district has notified us that the term of office for the City's current representative on its Board of Trustees will expire on January 2, 2012. The Council may consider re-appointing the current representative or appoint a new trustee for a 2- or 4-year term.

Thaddeus McCormack
City Manager

Attachments:

Letter from Greater Los Angeles County Vector Control District
Excerpt from California Health and Safety Code – Section 2022

**GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT**

12545 Florence Avenue, Santa Fe Springs, CA 90670
Office (562) 944-9656 Fax (562) 944-7976
Email: info@glacvcd.org Website: www.glacvcd.org

PRESIDENT

Owen Newcomer, Whittier

VICE PRESIDENT

Robert Campbell, Long Beach

SECRETARY-TREASURER

Dr. Jeff Wassem, Burbank

GENERAL MANAGER

Kenneth L. Bayless

September 30, 2011

ARTESIA

Sally Flowers

BELL

Danny Harber

BELLFLOWER

Ray T. Smith

BELL GARDENS

Pedro Aceituno

CARSON

Harold Williams

CERRITOS

Nikki Noushkam

COMMERCE

Tina Baca Del Rio

CUDAHY

Mison Levi

DIAMOND BAR

Steve Tye

DOWNEY

Meredith H. Perkins

GARDENA

Rachel C. Johnson

GLENDALE

Armine Perian

HAWAIIAN GARDENS

Barry Bruce

HUNTINGTON PARK

Elba Romo

LAKEWOOD

Joseph Esquivel

LA MIRADA

Gabe Garcia

LA HABRA HEIGHTS

Jim Remington

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Dr. James Lawson

LYNWOOD

Jim Morton

MAYWOOD

Edward Varela

MONTEBELLO

Christina Cortez

NORWALK

Cheri Kelley

PARAMOUNT

Tom Hansen

PICO RIVERA

David Armenta

SAN FERNANDO

Sylvia Ballin

SAN MARINO

Jeff Groseth

SANTA CLARITA

Robert Newman

SANTA FE SPRINGS

Michael Madrigal

SIGNAL HILL

Dr. Hazel Wallace

SOUTH EL MONTE

Joseph Gonzales

SOUTH GATE

Maria Davila

Mr. Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 E. Telegraph Rd.
Santa Fe Springs, CA 90670

Re: Appointment/ Re-appointment of representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear City Manager Thaddeus McCormack:

This is to inform you that the term of the office of Trustee Michael Madrigal as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 2, 2012. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates for term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Michael Madrigal, or appointing a new trustee for a 2 or 4 year term of the office, commencing at noon on the first Monday of January (i.e. January 2, 2012). **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or 4 year term commencing on January 2, 2012. City representatives should not be appointed on a yearly basis.**

Please review all subsections of the SHSC 2022 (i.e. a-e). Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. **Once appointed, the representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Please make your appointment or reappointment prior to January 2, 2012 as stipulated in the SHSC. Should you have any questions regarding this trustee appointment, please contact Truc Dever, Director of Community Affairs at 562-944-9656 x510.

Sincerely,



Kenneth L. Bayless
General Manager

Enclosure: Section 2022 of the SHSC
cc: Trustee Michael Madrigal
City Clerk ✓

California Health and Safety Code

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.