



AGENDA

FOR THE ADJOURNED MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

SEPTEMBER 29, 2011
5:00 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. Telephone (562) 868-0511. City Hall is closed every other Friday.

1. CALL TO ORDER

2. ROLL CALL

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

PUBLIC FINANCING AUTHORITY

3. 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.

- A. Approval of Minutes of the August 25, 2011 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

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

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

- A. Approval of Minutes of the August 25, 2011 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

- B. Update on the Status of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

5. NEW BUSINESS

Authorization to Issue a Request for Proposals to Provide Well Head and Pump Design for the Construction of a New Water Well (Well No. 12) in Zone II

Recommendation: That the Water Utility Authority authorize the director of Public Works to issue a Request for Proposals to provide Well Head and Pump Design for the construction of a new water well (Well No. 12) in Zone II.

COMMUNITY DEVELOPMENT COMMISSION

6. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

7. 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.

A. Approval of Minutes of the August 25, 2011 Regular Community Development Commission Meeting

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

NEW BUSINESS

8. Approval of Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission, a Recognized Obligation Payment Schedule (ROPS), and Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS)

Recommendation: That the Community Development Commission approve: (1) A Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission; (2) A Recognized Obligation Payment Schedule (ROPS); and, (3) Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS).

9. Approval of a Takeover Agreement with First National Insurance Company of America to Complete Construction of the Gus Velasco Neighborhood Center Renovation and Modernization Project

Recommendation: That the Community Development Commission approve the Takeover Agreement with First National Insurance Company of America to complete construction of all work on the Gus Velasco Neighborhood Center Renovation and Modernization Project and authorize the Mayor to execute the agreement.

CITY COUNCIL

10. 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.

- A. Approval of Minutes of the August 23, 2011 Special City Council Meeting

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

- B. Approval of Minutes of the August 25, 2011 Regular City Council Meeting

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

ORDINANCE FOR PASSAGE

- 11.** Ordinance No. 1027 – An Urgency Ordinance of the City of Santa Fe Springs Establishing a Moratorium on the Issuance of any Permit, License, or other Entitlement, Relating to the Establishment of Certain Uses in Specific Areas Located in Proximity to the Telegraph Road Corridor

Recommendation: That the City Council waive further reading and adopt Ordinance 1027, an Urgency Ordinance of the City of Santa Fe Springs establishing a moratorium on the issuance of any permit, license, or other entitlement, relating to the establishment of certain uses in specific areas located in proximity to the Telegraph Road Corridor.

NEW BUSINESS

- 12.** Resolution No. 9346 – Approval of Facilities Renovation and Repair Funds Awarded by the California Department of Education

Recommendation: That the City Council approve Resolution No. 9346 authorizing approval of Contract No. CRPM-1024 with the State Department of Education for the purpose of child care and development renovation and repair projects to maintain compliance.

- 13.** Approval of Agreement for Legal Services with Jones & Mayer

Recommendation: That the City Council approve the agreement for Legal Services with Jones & Mayer.

- 14.** Extension of Joint Agreement for Presbyterian Intercommunity Hospital (PIH)/Santa Fe Springs Family Health Center

Recommendation: That the City Council approve the extension of the Joint Agreement between the City of Santa Fe Springs and Presbyterian Intercommunity Hospital, Inc. (PIH) dba PIH Family Practice Residency Program for the Santa Fe Springs Family Health Center located at the Neighborhood Center.

City of Santa Fe Springs

Adjourned Public Financing Authority/Water Utility Authority/CDC/City Council

September 29, 2011

15. Approval of Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission

Recommendation: That the Community Development Commission approve a Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission.

16. Resolution No. 9347 – Approval to Purchase a Pierce Fire Engine from South Coast Fire Equipment and Enter into a Lease/Purchase Agreement with Oshkosh Capital

Recommendation: That the City Council adopt Resolution No. 9347 and authorize: (1) The purchase of one Pierce fire engine from South Coast Fire Equipment to replace a fire engine that has exceeded its front line capabilities; (2) The City Manager or his designee to enter into a lease/purchase agreement with Oshkosh Capital for the purchase amount; and, (3) An appropriation of necessary funds to make future year payments.

17. Authorize Copier/Printer Leases with Ricoh Americas Corporation Utilizing the Western States Contracting Alliance Cooperative Agreement

Recommendation: That the City Council authorize the Director of Purchasing to lease thirteen (13) copiers/printers from Ricoh Americas Corporation through a cooperative purchasing program from Western States Contracting Alliance (Contract #1715).

18. Final Progress Payment (Less 10% Retention) – Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75LX110 A/1, Federal No. 027650J

Recommendation: That the City Council approve the Final Progress Payment (Less 10% Retention) to Bannaoun Engineers Constructors Corp. of Chatsworth, CA, in the amount of \$147,231.64 for the subject project.

19. Appropriation of Funds – Removal and Installation of HVAC Units at the Betty Wilson Center

Recommendation: That the City Council: (1) Amend the Adopted Capital Improvement Program for FY 2006-07 through 2011-12 to include the Removal and Installation of HVAC Units at the Betty Wilson Center; and (2) De-appropriate \$23,500 from the Telegraph Road East/West Entry Enhancements (Account 450-0914) and appropriate \$23,500 to the Removal and Installation of HVAC Units at the Betty Wilson Center (Account 450-C327).

CLOSED SESSION

20. CONFERENCE WITH LEGAL COUNSEL

Existing Litigation: Crispo v. City of Santa Fe Springs

21. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

One case

City of Santa Fe Springs

Adjourned Public Financing Authority/Water Utility Authority/CDC/City Council

September 29, 2011

22. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Subdivision (a) of Section 54956.9)

Name of Cases: City v. PPF Industrial Valley View LP; Valley View Santa Fe Springs, LLC

Please note: Item Nos. 23 – 31 will commence in the 7:00 p.m. hour.

23. INVOCATION

24. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

25. Representatives from the Youth Leadership Committee

26. Representatives from the Chamber of Commerce

27. ANNOUNCEMENTS

28. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

29. 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.

30. EXECUTIVE TEAM REPORTS

31. 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.


Anita Jimenez

Deputy City Clerk

September 22, 2011

Date

**CITY OF SANTA FE SPRINGS
MINUTES
FOR THE REGULAR MEETINGS OF THE:
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

August 25, 2011

1. CALL TO ORDER

Mayor Serrano called the Regular Public Financing Authority, Water Utility Authority, Community Development Commission, and City Council meetings to order at 6:08 p.m.

2. ROLL CALL

Present: Directors/Commissioners/Councilmembers González, Moore, and 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; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief; and Anita Jimenez, Deputy City Clerk

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

- A. Approval of Minutes of the July 26, 2011 Adjourned Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

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

Recommendation: That the Public Financing Authority receive and file the report.

Director Moore moved the approval of Items 3A and B; Director Trujillo seconded the motion which carried unanimously.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

- A. Approval of Minutes of the July 26, 2011 Adjourned Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

- B. Update on the Status of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

Director González moved the approval of Items 4A and B; Vice Chairperson Rounds seconded the motion which carried unanimously.

COMMUNITY DEVELOPMENT COMMISSION

5. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

No reports.

6. CONSENT AGENDA

- A. Approval of Minutes of the July 26 Adjourned Community Development Commission Meeting

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

Director González moved the approval of Item 6A; Vice Chair Rounds seconded the motion which carried unanimously.

NEW BUSINESS

7. Resolution No. 263-2011 – Request for Certain Funding Advances to the Community Development Commission (CDC) from the City's General Fund for Purposes of the Consolidated Redevelopment Project

Recommendation: That the Community Development Commission adopt Resolution No. 263-2011 requesting certain funding advances from the City's General Fund and authorizing the Chairperson to execute two promissory notes in the amount of \$5,152,000 and \$3,494,000.

Vice Chairperson Rounds moved the approval of CDC Item 7 and City Council Item 18; Commissioner Moore seconded the motion which carried unanimously.

8. Resolution No. 264-2011 – Request for a Funding Advance to the Community Development Commission (CDC) from the City's General Fund for Purposes of the Washington Boulevard Redevelopment Project

Recommendation: That the Community Development Commission adopt Resolution No. 264-2011 requesting a funding advance from the City's General Fund and authorizing the Chairperson to execute the promissory note in the amount of \$256,000.

Commissioner Trujillo moved the approval of CDC Item 8 and City Council Item 19; Commissioner González seconded the motion which carried unanimously.

9. Resolution No. 265-2011 – Adopting an Enforceable Obligations Payment Schedule

Recommendation: That the Community Development Commission adopt Resolution No. 265-2011.

Director Moore moved the approval of Item 9; Vice Chair Rounds seconded the motion which carried unanimously.

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

Property: 12345 Lakeland Road, Santa Fe Springs

Agency Negotiators: City Manager, Executive Director, CDC Attorney

Negotiating Parties: Agency Negotiators and Property Owner

Under Negotiation: Price and Terms of Payment

Mayor Serrano moved Item 10 to the end of the 6:00 p.m. agenda.

CITY COUNCIL

11. **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.

- A. Approval of Minutes of the July 26, 2011 Adjourned City Council Meeting

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

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

12. **PUBLIC HEARING**

Resolution No. 9342 – Self Certification of Conformance to Congestion Management Program

Recommendation: That the City Council conduct a Public Hearing and adopt Resolution No. 9342 certifying that the City is in conformance with the Congestion Management Program.

Mayor Serrano opened the Public Hearing at 6:10 p.m. There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:11 p.m.

Councilmember González moved the approval of Item 12; Councilmember Trujillo seconded the motion. Mayor Pro Tem Rounds asked for more clarification of the charts included with this item. Don Jensen stated that some of the information is provided by the County of Los Angeles and would therefore require the City to contact the County for further clarification which would then be forwarded to the Council. The motion carried unanimously.

13. **ORDINANCE FOR PASSAGE**

Ordinance 1026 - Determining Compliance with the Voluntary Alternative Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1026, an ordinance determining compliance with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Community Development Commission of the City of Santa Fe Springs.

Steve Skolnik reported that this would have been the second reading of Ordinance 1026 for Council to consider adopting, however the State Supreme Court issued a stay on State Legislation to eliminate redevelopment agencies. The stay precludes the City from taking action on this item tonight. Because of this, Staff is now recommending that Council table this item and direct staff to bring it back if and when the progress of the pending litigation gives the City Council authority to act.

Councilmember González moved the approval of Item 13; Councilmember Trujillo seconded the motion which carried unanimously.

NEW BUSINESS

14. Supplemental Right-of-Way Acquisition Support Services for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Approve an extension of the contract with Epic Land Solutions, Inc. in the amount of \$175,936 to cover supplemental right-of-way acquisition support services for the Valley View Avenue Grade Separation Project; and (2) Authorize the Director of Public Works to execute the work order in order to incorporate these supplemental services into the contract.

Councilmember González moved the approval of Items 14 and 15; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

15. Approval to Initiate Pre-Award Audits in Conjunction with the Valley View Avenue Grade Separation Project

Recommendation: That the City Council authorize the Director of Public works to retain a Certified Public Accountant to perform Pre-Award Audits of AECOM Technical Services, Analyzer International and Safework, Inc.

See Item 14.

16. Request for Bus Loading Zone on Clarkman Street between Orr and Day Road and Roseton Avenue

Recommendation: That the City Council approve the recommendation from the Traffic Commission that the request for a bus loading zone on Clarkman Street 130 feet west of Roseton Avenue be denied.

Mayor Serrano tabled this item.

17. Application for Alcohol Sales Conditional Use Permit Case No. 54

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the storage and wholesale distribution of alcoholic beverages at 13017 La Dana Court, in the M2, Heavy Manufacturing Zone, located within the Consolidated Redevelopment Project Area. (Specialty Cellars/Robert Castellani)

Recommendation: That the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 54 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

Mayor Pro Tem Rounds moved the approval of Item 17; Councilmember Trujillo seconded the motion which carried unanimously.

18. Resolution No. 9344 – Authorizing General Fund Advances from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Consolidated Redevelopment Project

Recommendation: That the City Council adopt Resolution No. 9344 authorizing General Fund advances to the CDC in the amount of \$5,152,000 to fund the administrative, operational, and capital needs of the Consolidated Redevelopment Project and \$3,494,000 for economic development purposes.

See Item 7.

19. Resolution No. 9345 – Authorizing a General Fund Advance from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Washington Boulevard Redevelopment Project

Recommendation: That the City Council adopt Resolution No. 9345 authorizing a General Fund advance to the CDC in the amount of \$356,000 to assist in funding the administrative, operational, and capital needs of the Washington Boulevard Redevelopment Project.

See Item 8.

CLOSED SESSION

20. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: Valley View – Santa Fe Springs, LLC v. City

Mayor Serrano recessed the meetings at 6:40 p.m. for the Closed Session.

Mayor Serrano reconvened the meetings at 7:17 p.m.

The City Attorney stated that there was no report as a result of the Closed Session.

21. INVOCATION

The Invocation was given by Mayor Pro Tem Rounds.

22. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Trujillo.

INTRODUCTIONS

23. No representatives from the Youth Leadership Committee were present.

24. Mayor Serrano introduced Paul Ledieff of Serv-Wel Recycling and Disposal.

25. ANNOUNCEMENTS

Hilary Keith gave the Community Services announcements.

Thaddeus McCormack announced that Councilmember Moore celebrated his birthday on August 23.

PRESENTATIONS

26. Commendation to Santa Fe Springs Community Playhouse, Inc. in Honor of their 25th Season

Parks & Recreation Director Carole Joseph commented on the Playhouse's accomplishments and called up the members who were present. Mayor Serrano presented the commendation to Mark Scoggins, President of the Santa Fe Springs Community Playhouse.

27. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

There were no appointments.

28. Affirmation of Appointment to the Personnel Advisory Board

RECOMMENDATION: That the City Council affirm the General Employees Association's re-appointment of Anita Ayala to the Personnel Advisory Board.

Councilmember Moore moved the approval of Item 28; Councilmember González

seconded the motion which carried unanimously.

29. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:29 p.m.

The following persons addressed the Council regarding Medical Marijuana dispensaries and asked that they be allowed to continue operating.

Richard Brizendine, 5826 E. Naples Plaza, Long Beach
Carl Kemp, Santa Fe Springs Compassionate Health Care
Michael Dahlem, 14138 Anola Street, Whittier
James Armijo, 14134 Anola Street, Whittier
Marisa Garcia, 10140 Gard Avenue, Santa Fe Springs
Benjamin Llamas, 10140 Gard Avenue, Santa Fe Springs
Juan R. Almanza, Jr., 994 Orange Grove Blvd, Pasadena
Dennis Vaughn, 13647 Allegan, Whittier
Vic Mann, 11410 Washington Blvd, Santa Fe Springs
Lili Hedges, 13610 Imperial Hwy, Santa Fe Springs
Laura Kaplan, 13610 Imperial Hwy, Santa Fe Springs
Kevin Alleva, 12513 Shoemaker Avenue, Santa Fe Springs.

Mayor Serrano closed Oral Communications at 8:02 p.m.

30. EXECUTIVE TEAM REPORTS

Don Jensen reported on the I-5 community meeting. Mayor Pro Tem Rounds stated that he was concerned about the proposed pedestrian bridge and asked if there was time to make suggestions regarding any revisions. Mr. Jensen stated that changes should be submitted promptly because the State was already acquiring properties in anticipation of construction. Councilmember González also voiced concern about the proposed pedestrian bridge and stated that the City should oppose it. He stated that two bridges were unnecessary and that the Florence Avenue bridge should be widened enough to accommodate automobile and pedestrian traffic. Mayor Pro Tem Rounds asked what would happen to the businesses in the Price's Market shopping center. Mr. Jensen stated that the State would purchase the property and demolish the current structures. He further stated that the State was obligated to assist the business owners in relocating. Thaddeus McCormack suggested that due to the number of concerns, the Mayor may wish to appoint an Ad Hoc committee to work on some of these issues. Mayor Serrano appointed Councilmembers González and Trujillo.

Chief Rodriguez reported that ISO had given the Fire Department a Class II rating. Thaddeus McCormack stated that this was a significant accomplishment. Mayor Pro Tem Rounds stated that residents receive a reduction on fire insurance rates due to this rating.

Councilmember González reported that he attended the Chamber workshop Aug. 18-20. He stated that it was very educational and that the new Chamber President, Jim Cusick was doing an excellent job.

Councilmember Moore reported that he attended the Wine Tasting event at the Clarke Estate. He enjoyed the event and thanked Tamra Cook, Clarke Estate Event Assistant, for her hospitality. He also thanked those in attendance for the happy birthday wishes. Councilmember González thanked staff for their commitment and hard work and stated

that Thaddeus McCormack was doing a great job.

Thaddeus McCormack commended the Parks & Recreation staff for putting on the Hot Dog Lunch that would benefit the Relay for Life. Carole Joseph stated that the event was sponsored by the three Community Services Divisions.

Mayor Pro Tem Rounds announced that he and Mayor Serrano were the only two candidates for the City Council election scheduled for November 8, 2011, so the election has been cancelled. Mayor Pro Tem Rounds and Mayor Serrano will serve as if elected to the City Council for the 2011-2015 term. The City will save approximately \$30,000 due to this cancellation.

31. ADJOURNMENT

At 8:02 p.m., Mayor Serrano adjourned the meetings in memory of Josie Ramirez, wife of former Councilman Joe Ramirez and active patron of the Neighborhood Center.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk



City of Santa Fe Springs

Public Financing Authority Meeting

September 29, 2011

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$20,475,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$17,540,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$4,555,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$4,325,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$2,920,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/11	1,538,121*
Outstanding principal at 8/31/11	\$29,864,247

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$14,940,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/11	None
Outstanding principal at 8/31/11	\$41,685,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2011-12 revenue sources funding these appropriations will be sufficient as well.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, do to the lawsuit pending with the State no appropriations can be made until the California Supreme Court decides the case. This is expected by mid-January 2012.

SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

September 29, 2011

NEW BUSINESS

Update on the Status of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of active water projects along with their current status:

New Well Located Within Zone II (Well No. 12)

Continued work is being done to enable the construction of a new water production well on City property located at the northeast corner of Radburn Avenue and Borate Street. This work includes the development of an RFP for storm drain specifications and design, an RFP for the mechanical specifications and design, finalizing CEQA documentation, and Department of Public Health permit applications.

FISCAL IMPACT

The projects are fully funded through the Capital Improvement Program in place.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a much needed source of potable water within Zone II and the well will enhance the reliability of the City's water system.

Thaddeus McCormack
Executive Director

Attachment(s):

None.



City of Santa Fe Springs

Water Utility Authority Meeting

September 29, 2011

NEW BUSINESS

Authorization to Issue a Request for Proposals to Provide Well Head and Pump Design for the Construction of a New Water Well (Well No. 12) in Zone II

RECOMMENDATION

That the Water Utility Authority authorize the Director of Public Works to issue a Request for Proposals to provide Well Head and Pump Design for the Construction of a New Water Well (Well No. 12) in Zone II.

BACKGROUND

A newly developed water well in Zone II will provide 1,500 – 2,000 gallons-per-minute of potable water for the area served south of Imperial Highway. The new well will provide potable water to industrial, commercial, and residential customers; provide for fire suppression needs, and supply one of the City's four-million gallon reservoirs.

The proposed well facility will be designated as Well No. 12 and will be located in Zone II on Borate Street east of Radburn Avenue. Well No. 12 will replace existing Well No. 2, which is located in Zone II at Fire Station No. 3. Well No. 2 was removed from operation because the water produced at this location did not comply with the Maximum Contaminant Level (MCL) for arsenic set forth by the Environmental Protection Agency (EPA).

The proposed site has been thoroughly evaluated and determined to be suitable for the new well. An analysis has also been done to determine various well characteristics and Public Works is ready to proceed with the design of the well head and pumping equipment that will be needed.

On June 23, 2011, the City Council awarded a contract to GEOSCIENCE Support Services, Inc. to provide hydrogeological services for the proposed Well No. 12. The hydrogeological services consist of below-ground work for Well No. 12. The well head and pump design services are for the above-ground work for Well No. 12. Since the hydrogeological work is progressing, it is now time to start the design for the above-ground work.

Due to the complex nature of the project a consulting firm with proven capabilities for water well head and pump design, as well as knowledge of telemetry and chlorination systems is required.

Upon Council approval, the RFP will be issued and advertised accordingly. Proposals received in response to the RFP will be evaluated by staff and a recommendation for award of a professional services contract will be presented to the Water Utility Authority.

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

Date of Report: September 23, 2011

FISCAL IMPACT

It is anticipated that this work will cost between \$135,000 and \$200,000. Funding for this work is included in the adopted Capital Improvement Program.

INFRASTRUCTURE IMPACT

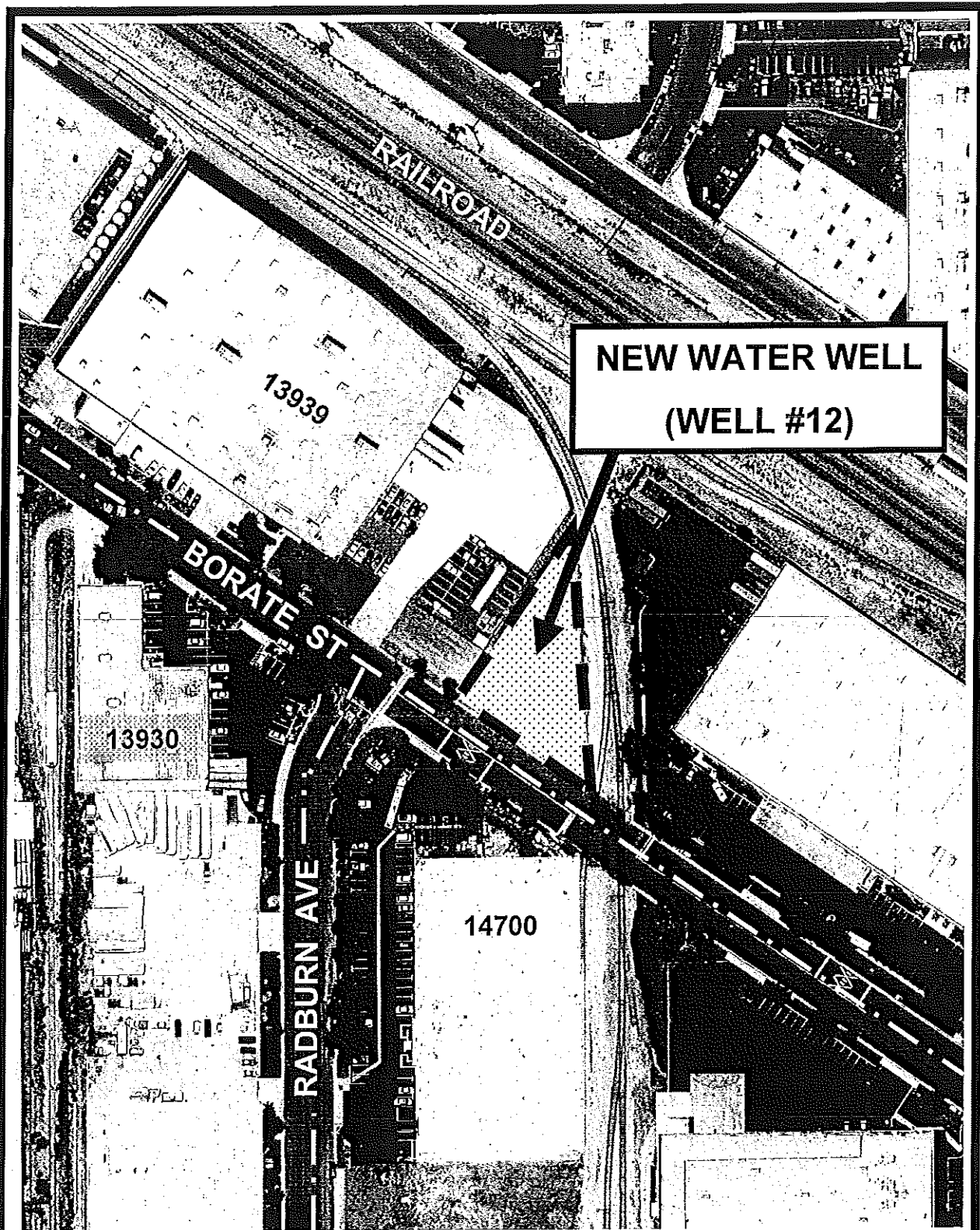
A fully functioning water production well will provide a much needed source of potable water within Zone II and the well will enhance the reliability of the City's water system.



Thaddeus McCormack
Executive Director

Attachment(s):

1. Location Map
2. Request for Proposals for Engineering Services for Well Head and Pump Design



LOCATION MAP



REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS ENGINEERING SERVICES FOR WELLHEAD AND PUMP DESIGN PROJECT

1. INTRODUCTION

The City of Santa Fe Springs Water Authority is currently seeking a qualified engineering consulting firm for the design of a water wellhead and pump. The project includes the preparation of a design report, plans and specifications for its installation, and limited inspection services.

The City's Water system has approximately 6,000 service connections through a pipeline network of approximately 108 miles. The large industrial makeup of the City creates high daytime water demands and low nighttime demands. Total weekly flows vary between 95-acre feet and 180-acre feet during the year. The City's potable system is currently supplied by two groundwater sources, two MWD connections, and two (2) four-million (4,000,000) gallon reservoirs, each with a booster pumping station. The City's water system consists of two (2) pressure zones. Zone I utilizes a single production well along with an active tie-in with the City of Whittier, whereas Zone II is currently 100% supplied by the Metropolitan Water District (MWD).

The new well facility will be designated Well #12 and will be located in Zone II on Borate Street and Radburn Avenue. This new well will provide for daily consumption demands, reservoir recovery, fire suppression, and will help to sustain system pressure. Well #12 will replace Well #2 which is located in Zone II and was removed from operation due to the reduced arsenic Maximum Contaminant Level (MCL) set forth by the Environmental Protection Agency (EPA).

City Council approved the Borate Street and Radburn Avenue site for a new water well and a site study has been conducted. The study indicated that the proposed site would be a suitable location for the new well facility.

In July 2011, the City Council approved the hiring of Geoscience Support Services, Inc. to develop and manage the well drilling portion of the project. The drilling is expected to begin in January 2012. The next phase of the project is slated to begin July 2012 and will include installation of the wellhead, pump, telemetry, and chlorination systems, and site restoration.

The City will select a consulting firm which demonstrates proven capabilities for water wellhead and pump design, as well as knowledge of telemetry and chlorination systems. Proposals should reflect knowledge in these areas of expertise and state recent related

experience, proposed scope of work, tentative project schedule and proposed not to exceed fees for each phase of the proposed work. The firm selected will be expected to work with designated City representatives to complete the project.

2. **SUBMITTAL OF PROPOSALS**

Interested and qualified firms shall submit six (6) copies of their proposal in accordance with the instructions in this RFP by 3:00 p.m. on Thursday, November 3, 2011. The envelope shall be labeled "SEALED PROPOSAL FOR WATER WELL HEAD AND PUMP DESIGN – DO NOT OPEN WITH REGULAR MAIL". The proposer's name and address shall be clearly marked on the outside of the envelope.

Proposals are to be mailed or delivered by messenger to:

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Faxed or emailed proposals will not be accepted nor will the City entertain any sales calls or presentations during the RFP process. Proposals received after the date and time specified above will be returned to the proposer unopened.

3. **CONTACT PERSON**

All questions on the Request for Proposals shall be directed to:

Mr. Frank D. Beach, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone #: (562) 868-0511 ext. 3611
Fax: (562) 946-9165
Email: frankbeach@santafesprings.org

Proposers are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City will issue a written addendum clarifying the matter.

4. **PROJECT DESCRIPTION**

The project goal includes the following elements: installation of facilities to operate the proposed water well including electrical, emergency power source connection point, chlorination equipment, interface with existing telemetry system, and required piping to connect to the existing 12-inch distribution main. The project also includes facility

building design, proposed location of above ground pressure vessels if required, and perimeter wall design and construction.

5. **CONSULTANT'S SCOPE OF ANTICIPATED SERVICES**

The prospective consultant shall provide a proposal for the full scope of services as described in this Request for Proposals.

DESIGN REPORT. The preparation and completion of a design report, which shall include but not be limited to the elements listed:

- The design report shall evaluate and recommend the type and size of the proposed water well's prime mover. This site will utilize an above ground prime mover. The discharge head and associated piping, control valves, metering equipment and the air/vacuum release should be placed above ground level.
- The design report shall evaluate and recommend the type of disinfection process most compatible with the proposed production facility. The disinfection equipment shall be located on site. The design work shall include recommendations for a prefabricated building to provide housing for chemical storage, disinfection equipment, and design of associated electrical controls and piping.
- The design report must include the configuration of the mechanism to interface the telemetry to the existing SCADA system. The City operates a SCADA system using Siemens PLC and modbus protocol.
- The chosen consultant must prepare cost estimates for both the installation and operation of the proposed water well.

DESIGN AND SPECIFICATION PREPARATION. The preparation and completion of the water wellhead and pump design and specifications shall include but not be limited to the elements listed:

- Attend meetings with City staff to determine the project parameters and review work in progress.
- Prepare fully engineered construction plans, specifications, bid documents and detailed cost estimates for work. The design shall include all facilities on the proposed water well site including electrical, emergency power source connections, disinfection system, telemetry system and required piping to connect to the existing 12-inch distribution main.
- Coordinate with agencies owning underground and overhead structures in the vicinity of the proposed water well to eliminate any conflicts.
- Assist with securing necessary approval and plan checks from regulatory agencies prior to bids, and revision of project documents as indicated by such agencies for the construction of the wellhead and pump and associated facilities.
- Make presentations to the Santa Fe Springs City Council members and/or the public as required.

The cost estimates should include a recommended contingency for Change Orders. The plans shall incorporate the City of Santa Fe Springs construction standards, and meet all federal, state and local requirements as necessary. Design specifications must meet all State Department of Health Services Office of Drinking Water regulations, and follow Green Book and American Water Works Association [AWWA] design specifications. The City's standard Public Works Contract shall be incorporated into the bidder's packet.

PROJECT BID PROCESS. The project bid process shall include but not be limited to the elements listed:

- Assist with bidders' questions during the bid period and preparation of modifications to the project documents and addenda, as necessary. (The City's Public Works Department will administer all bid processes).
- Conduct a mandatory pre-bid conference.
- Assist with review and evaluation of bids.
- Provide recommendations concerning the construction contract award, and assistance with contract negotiations as necessary.

CONSTRUCTION OBSERVATION. The construction and start up of the project shall include but not be limited to the elements listed:

- Assist with conducting a pre-construction meeting.
- Coordination of the project construction with the primary contractor.
- Oversee the construction, start-up and tests, routine inspection as necessary, reports on construction progress and quality, and recommendations for correcting deficiencies and clarification of drawings as required. (The City will provide contract administration on a daily basis).
- Assist with the review and recommendations for all progress payment requests, including requests for extra work and/or change orders.
- Review and approval of all shop drawings and material submittals.
- Oversee operational tests to describe all performance characteristics.
- Provide a final report which documents the completion of all work in accordance with plans and specifications, including as-built drawings and specifications with annotations indicating any changes made to the plans and specifications during construction. As-built drawings shall also be submitted in computerized form acceptable to the City for inclusion in the City's GIS mapping system.

Throughout the project, City staff will make every reasonable effort to accomplish "non design related" tasks. The intent is to focus the consultant's efforts on the project to minimize costs. For example, City staff will normally be responsible for all administration activities and construction contract administration.

6. **ESTIMATED PROJECT SCHEDULE**

The City plans to begin work on the water production facility analysis as previously described as soon as the well is completed; anticipated start up date is June 2012. The well construction project, including site restoration, is scheduled to be completed on or before July 1, 2012.

The consultant's proposal shall include a milestone schedule for the project. This schedule shall itemize each segment of the work and indicate the length of time necessary to complete each segment. The itemized schedule should begin with the acceptance of the consultant by the Santa Fe Springs City Council and end with the final acceptance of the project by the City Council.

7. PROPOSAL REQUIREMENTS

ORGANIZATIONAL REQUIREMENTS. Organizational qualifications shall include the following:

- A brief description of the organization's qualifications and a list of proposed personnel to be assigned to the project. (The role of each project team member as it relates to the project shall be outlined in the proposal. No change in project team members shall be made without express written consent of the City).
- Designation of a project manager who will be responsible for the project throughout its duration and who has the authority to represent the firm. (No change in project manager shall be made without express written consent of the City).
- A description of the organization's expertise and previous experience in the specific areas described in the request for proposals.
- A list of company names, addresses, telephone numbers and contacts for at least five (5) clients for whom the consultant accomplished similar work. (References must be recent. Work for the reference must have occurred within the last five (5) years and dates of project completion must be included).
- A list of sub-consultants, if any will be used to complete the project. The list shall include the nature and extent of the work to be accomplished by the sub-consultant, a description of the sub-consultant's qualifications, a list of at least five (5) references for whom the sub-consultant completed similar work (company names, addresses, telephone numbers and contacts for each reference), and resumes for the personnel proposed for assignment to the project. References must be recent. Work for the reference must have occurred within the last five (5) years and dates of service must be included. All sub-consultants must be reviewed and approved by the City. (No change in sub-consultants shall be made without express written consent of the City.)

SCOPE OF WORK. The scope of work shall be presented as indicated in the Project Description. Scope of work shall include the elements listed:

- A description of the tasks to be performed as related to each aspect of the project.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.

- An estimated number of employee hours for each task and an estimated number of meetings to be used for comparison and evaluation (This will become the basis for contract negotiations with the successful consultant).
- A description of any potential work not included in the consultant's scope of services or which has not been identified in this request for proposals, which the consultant feels is essential to the successful completion of the project. This would include additional services by the consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.

SCHEDULE OF COSTS. The schedule of costs shall be presented as indicated in the Project Description. The consultant's proposal shall include the listed elements:

- An estimation of the total time frame proposed to complete the scope of work previously described.
- The time and hourly rates required to complete each major task identified in the consultant's scope of work.
- The total cost of each major task identified in the scope of work.
- A milestone schedule for the project.
- A statement that the work will be performed for a not to exceed contract price, which after consultant selection will become fixed upon completion of contract negotiations.

AUTHORIZATION TO SUBMIT PROPOSAL. Authorization shall include the following:

- A signature of an authorized agent of the organization.
- A statement that the proposal offered shall remain in effect for at least 90 days.
- A statement in regard to the consultant's willingness to sign the City's standard Agreement for Engineering Services.

8. **CONSULTANT SELECTION**

Proposals shall be evaluated based on the following:

- Demonstrated successful experience with projects similar to that described in this request for proposals.
- Demonstrated understanding of the scope of the work required for timely completion of the project (quality of the work program and related information in relation to the project scope).
- Availability and commitment of qualified staff to accomplish the project, and the qualifications of all sub-consultants proposed to be used on the project.
- Ability to communicate and work effectively with staff.
- Fee schedule and proposed man hour allocations as related to the understanding of the project scope.
- Willingness to sign the City's standard Agreement for Engineering Services.

- Ability to provide proof of insurance for general liability, workers' compensation and professional liability insurance in the amount of \$1,000,000 in a form acceptable to the city attorney.

The top candidate(s) may be invited to participate in an interview process. The City will schedule interviews after the proposals have been thoroughly reviewed. Upon completion of the review process a recommendation for the contract award will be made to the City Council.

9. ESTABLISHMENT OF CONTRACT

The City will select the preferred consultant based on qualifications, and then negotiate a contract price based on available funding.

10. PROFESSIONAL SERVICES AGREEMENT

A Professional Services Agreement shall be signed by the consultant prior to a Notice to Proceed being issued. No change in the scope of consultant services will be permitted without mutual written approval by the City and the Consultant.

11. INSURANCE REQUIREMENTS

The Consultant shall not commence work on this project until insurance coverage outlined below has been obtained, and such insurance has been approved by the City. Nor shall the Consultant allow any sub-consultant to commence work on the project until all similar insurance required by the sub-consultant has been obtained. The following minimum insurance coverage is required of the Consultant and all sub-consultants:

- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.
- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence; (Such insurance shall include coverage for owned, hired and non-owned automobiles).
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.
- All Certificates of Insurance of any kind shall name the City of Santa Fe Springs as additional insured with respect to the performance by the Consultant and all sub-consultants.

12. DELIVERABLES

- Three (3) copies of preliminary mechanical design report including plans and specifications for the new well.
- Six (6) copies of plans, specifications, and cost estimates for well head construction.
- Three (3) copies of an as-built plot plan of the well facility and grounds
- Three (3) copies of as-built electrical, and plumbing plans of the well facility

13. **CITY RESPONSIBILITIES**

The City of Santa Fe Springs will be responsible for providing available technical data as well as consultation as requested by the Consultant.

14. **COMPENSATION AND PROGRESS PAYMENTS**

Consultant will be compensated on the basis of a fixed-fee contract with a final not to exceed cost to be negotiated following selection of a Preferred Consultant. Progress payments to the Consultant will be based on the percentage of individual work tasks that have been satisfactorily completed and accepted by the City. Under no circumstances will the Consultant be paid more than 90% of the total project fee, or the fee for any specific task, until the City Engineer has approved the final PS&E package.

15. **RIGHT TO REJECT ALL PROPOSALS**

- The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that a contract will be issued pursuant to this RFP or otherwise.
- The City reserves the right to award a portion of work or combination thereof.
- All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of proposal preparation prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted to the City become the property of the City.
- This RFP is not a contract or commitment of any kind by the City; it does not commit the City to enter into negotiations with any firm and the City makes no representations that any contract will be awarded to any firm that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

16. **ADDENDUM TO THE RFP**

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. All written addenda issued pertaining to this RFP shall be incorporated into, and made a part of, the terms and conditions of any resulting agreement. The City will not be bound to any modifications or deviations from the requirements of this RFP unless they have been documented by addenda to this RFP.

17. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer who elects to submit a proposal in response to this RFP, or by any Proposer that is selected. Pre-contractual expenses are defined as expenses incurred by Proposers and the selected Proposer, if any, in any of the following categories:

- Preparing a proposal and related information in response to this RFP.

- Submitting that proposal to the City.
- Negotiations with the City on any matter related to this RFP.
- Costs associated with interviews, meetings, travel or presentations.
- Any and all other expenses incurred by a Proposer prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent.

18. CONFLICT OF INTEREST

Proposers are advised that the City intends to award a contract for this project through a process of full and open competition. By responding to this RFP, each Proposer represents to the best of its knowledge that:

- Neither Proposer, nor any of its affiliates, proposed sub-consultants, and associated staff, have communicated with any member of the Santa Fe Springs City Council or staff since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP.
- Neither Proposer, nor any of its affiliates, proposed sub-consultants and associated staff, has obtained or used any information regarding this RFP that has not been generally available to all Proposers.
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Proposer, nor any of its affiliates, proposed sub-consultants, or associated staff, have any financial interest in any property that will be affected by the Project.
- Neither Proposer, nor any of its affiliates, proposed sub-consultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City of Santa Fe Springs who exercises any functions or responsibilities in connection with the Project.

19. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The respondent acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

20. DISCLAIMERS

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and

respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.

SEE ITEM 3A



City of Santa Fe Springs

Community Development Commission Meeting

September 29, 2011

NEW BUSINESS

Approval of a Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission, a Recognized Obligation Payment Schedule (ROPS), and Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS)

RECOMMENDATION

That the Community Development Commission approve: (1) A Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission; (2) A Recognized Obligation Payment Schedule (ROPS); and, (3) Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS).

BACKGROUND

The State's adoption of legislation that is severely detrimental to redevelopment agencies has prompted the City and Community Development Commission (CDC) to take a number of formal actions. Staff is attempting to properly position the CDC in the event that the City and/or CDC must make a mandatory payment to the State. With the California State Supreme Court scheduled to render a decision regarding the merits of the California Redevelopment Association (CRA) lawsuit against the State by January 15, 2012, more clarity regarding the future of redevelopment agencies is forthcoming. In the meantime, it is appropriate to consider and act on the items below.

Remittance Agreement

In order for the Santa Fe Springs Community Development Commission to make the City-required AB 1X27 remittance payments, the City and CDC must enter into a remittance agreement (attached). The payment amount for FY 2011-12 is \$9.3 million. The payment amount for FY 2012-13 and beyond has not been officially set, but would be approximately \$2.5 to \$3 million per year.

Recognized Obligation Payment Schedule (ROPS)

Specifically, one of those new requirements (AB1X26) calls for redevelopment agencies to adopt a Recognized Obligation Payment Schedule (ROPS) by September 30, 2011. The schedule's purpose is to identify bond debt service and other payments that must be made from January 2012 through June 2012. The schedule forms the basis for payments that would be made by a successor agency if the Community Development Commission were to be dissolved on October 1, 2011.

The California State Supreme Court has issued a partial stay concerning both AB1X26 and AB1X27; however, the provisions relating to the approval of the draft ROPS were not stayed. The ROPS would only be used by the successor agency if the provisions of AB1X26 are upheld by the Court and the Agency elected not to continue under the continuance provisions of AB1X27 (if upheld by the Court).

Enforceable Obligation Payment Schedule (EOPS) – Amendment #1

On August 25, 2011, the Agency adopted the Enforceable Obligation Payment Schedule (EOPS) as required by AB1X26. Staff recommends formally amending the EOPS at this time (to be recognized as "Amendment #1") to add the obligation to repay the City in the event that the "voluntary" continuation payment (\$9.3 million in FY 2011-12) previously discussed is required.

Future actions by the legislature or the courts could affect the City's need and/or ability to make the payment. The schedule may be amended at any time, with such amendments subject to review and direction to modify from the State of California Department of Finance.

As additional information becomes available, Staff will provide updates and recommendations if further actions are necessary.



Thaddeus McCormack
City Manager

Attachments:

Remittance Agreement

Recognized Obligation Payment Schedule (ROPS)

Enforceable Obligation Payment Schedule (EOPS) – Amendment #1

**REMITTANCE AGREEMENT
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34194.2
BY AND BETWEEN THE CITY OF SANTA FE SPRINGS
AND THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS**

THIS REMITTANCE AGREEMENT (this "Agreement") is entered into this 29th day of September, 2011, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic (the "Agency"), with reference to the following facts:

- A. Assembly Bill No. X1 27 ("AB 27") and Assembly Bill No. X1 26 ("AB 26") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 29, 2011.
- B. AB 27 is to be codified as Part 1.9 of the California Health and Safety Code, commencing with Section 34192 ("Part 1.9"). Except as otherwise indicated, all subsequent references to "Section" numbers are references to section numbers in the Health and Safety Code.
- C. AB 27 establishes a Voluntary Alternative Redevelopment Program whereby the City may choose to continue redevelopment pursuant to Part 1.9, upon the enactment of an ordinance by the City to comply with the provisions of Part 1.9 and make certain remittances described in Section 34194 to the County Auditor-Controller.
- D. The City's City Council (the "City Council") has introduced Ordinance No. 1027. Before the City Council could complete the process of adoption of said Ordinance, the California Supreme Court imposed the stay described below in recital "J", which stay prevents the City Council from adopting said Ordinance. On September 8, 2011, the City Council indicated an intention to adopt said Ordinance and directed staff to return said Ordinance to the City Council for adoption, after the lifting of the aforesaid stay.
- E. Pursuant to said Ordinance, the City Council intends to commit to comply with and make the remittances required by Part 1.9 and authorize the continuation of the Agency after enactment of AB 27.
- F. Pursuant to Section 34194.2, the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its net available tax increment or other unencumbered funds to the City, in an amount not to exceed the annual remittance required that year pursuant to Chapter 3 of Part 1.9, for the purpose of making certain payments into a Special District Allocation Fund and Educational Revenue Augmentation Fund administered by the County Auditor-Controller. Section 6 of both Ordinances provide for such an agreement.

G. The purpose of this Agreement is to provide for the transfer of funds by the Agency to the City in an amount sufficient for the City to make the remittances required by Part 1.9., with net available tax increment revenue in this current fiscal year and forthcoming fiscal years.

H. The term "Net Available Tax Increment" is defined as any property tax increment funds allocated to the Agency, net of existing debt service payments and existing contractual obligations, not including any funds on deposit in the Agency's Low and Moderate Income Housing Fund (the "LMIHF"), and also not including any portion of tax increment funds to be allocated to the LMIHF pursuant to Sections 33334.2, 33334.4 and 33334.6. For the 2011-12 fiscal year, pursuant to Section 34194.3, the Agency hereby finds that there are insufficient other funds to meet its debt and other obligations, current priority program needs or its obligation to transfer funds to the City under Section 34194.2 as provided in this Agreement, and accordingly the Agency shall be exempt from making and shall not make the full allocation required to be made to the LMIHF.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Agency's redevelopment plans.

J. On July 18, 2011, the California Redevelopment Association filed a petition in the California Supreme Court challenging the constitutionality of AB 26 and AB 27. On or about August 11, 2011, the California Supreme Court issued a stay of some portions of these bills and on August 17, 2011, the California Supreme Court modified its stay order.

K. Despite the stay, it is likely necessary to adopt this Agreement prior to October 1, 2011, in order to include this obligation on the Agency's Statement of Indebtedness.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

II. OBLIGATIONS OF THE PARTIES

1. The Agency shall transfer to the City at least seven (7) days prior to the due dates for the remittance payments required by Part 1.9 the amount of Net Available Tax Increment or other unencumbered Agency funds sufficient for the City to make the required remittance payments under Part 1.9. The amounts to be transferred to the City shall be sufficient for the City to pay the remittance amount determined by the State Controller for FY 2011-12 and the remittance amount determined by City staff for future years pursuant to Part 1.9. If there is any adjustment in payments due to audit by the County Auditor-Controller, Department of Finance, or State Controller, the Agency shall make appropriate adjustments in its payments to the City.

2. Subject to receipt of sufficient Net Available Tax Increment or other unencumbered funds from the Agency, the City shall timely remit to the County Auditor-Controller the payments required by Part 1.9 pursuant to the authority as provided for in the

Ordinance. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from Net Available Tax Increment received from the Agency. Nothing contained in this Agreement shall be deemed to be a pledge of the City's General Fund revenues or any other City assets to make the remittance payments required under Part 1.9, it being understood that the remittance payments shall be funded solely from Agency funds and/or assets. Nothing contained in this Agreement shall be deemed to be a pledge of funds owed to bondholders or other third parties under agreements to which the Agency is a party.

3. The obligations of the Agency under this Agreement shall be payable out of Net Available Tax Increment allocated to the Agency. In the event that additional funds are required in order to make the Agency payments to the City required by this Agreement, the Agency shall make such payments from income received by the Agency from its projects and programs and/or from the sale of Agency assets and any other additional funds available to it.

4. Each year by no later than October 1st, the Agency shall submit to City written verification that the Agency is able to make the required remittance payment for the subsequent City fiscal year to allow the City to take whatever actions that may be necessary in the event the Agency is unable to make the required remittance payment, which would subject the City to sanctions under AB 27 and result in dissolution of the Agency under AB 26.

III. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions 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 the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, costs, or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

IV. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

1. This Agreement constitutes the entire understanding and agreement of the parties.

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

3. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

4. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representatives of the parties.

V. SEVERABILITY

If any term, provisions, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

VI. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the City and the Agency and shall remain in effect and be fully enforceable according to its terms.

VII. CONDITIONAL APPROVAL

This Agreement is conditional and shall be operative only if AB 26 and AB 27 are both upheld by the California Supreme Court and the stay that is currently in effect is lifted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF SANTA FE SPRINGS

Mayor

ATTEST:

City Clerk

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS

Chairman

Attest:

Secretary

Approved as to form:

City and Commission Attorney

**Santa Fe Springs Community Development Commission
Enforceable Obligation Payment Schedule – Amendment #1
September 29, 2011**

Debt Obligation:	Remittance Agreement
Payee:	City of Santa Fe Springs
Description:	Obligation for the Commission to remit net available tax increment to the City in connection with the City's payment of the "voluntary" continuation payment (estimated at \$9.3 million for FY 2011-12).
Total Obligation:	\$9,300,000 estimated for FY 2011-12 with annual payments estimated to be \$2.5 – \$3.0 million for future fiscal years.
Total Due During Fiscal Year:	\$9,300,000
Total Due From July 2011 through December 2011:	\$0



City of Santa Fe Springs

Community Development Commission

September 29, 2011

NEW BUSINESS

Approval of a Takeover Agreement with First National Insurance Company of America to Complete Construction of the Gus Velasco Neighborhood Center Renovation and Modernization Project

RECOMMENDATION

It is recommended that the Community Development Commission approve the Takeover Agreement with First National Insurance Company of America to complete construction of all work on the Gus Velasco Neighborhood Center Renovation and Modernization Project and authorize the Mayor to execute the agreement.

BACKGROUND

On July 26, 2011 the City was informed by Cornerstone General Inc. that it was unable to complete the project as general contractor and that all contract obligations would be assumed by First National Insurance Company of America ("Surety").

On August 4, 2011 staff began a series of meetings with Surety's consultant, RJT Construction Consulting Services (RJT). The purpose of these meetings was to provide an overview of the project's status and review the documents that would be required by Surety to assume its obligations to complete the project.

On August 25, 2011 staff received a draft copy of a Takeover Agreement between the Community Development Commission and Surety. Pursuant to review by staff and the City Attorney, proposed revisions to the Agreement were prepared and submitted to RJT for further discussion. In general, the Takeover Agreement provides for Surety to take over the obligations of the original contract with Cornerstone General by completing the work through a "completion contractor" that will be selected by Surety and which is acceptable to the Community Development Commission.

After further discussions and negotiations, RJT and Surety prepared a revised Takeover Agreement (see attached) and submitted it for Community Development Commission acceptance.

Major provisions of the Takeover Agreement include:

- As an inducement for Surety to take over the project, the Community Development Commission waives any claims for liquidated damages against the original contractor and/or Surety

- A project completion period of 180 days from the date of a Notice to Proceed issued to the Completion Contractor by the Community Development Commission.
- A contract balance of \$2,319,013.47 which includes unpaid monies for original contract work and unfinished work related to Change Order Nos. 1-3, and includes monies withheld for retention and stop notices.

FISCAL IMPACT

The Takeover Agreement identifies the original construction contract balance, including change orders approved by the Community Development Commission. Future change orders will be submitted to the Community Development Commission for approval. No additional appropriations are required in connection with the Takeover Agreement.

INFRASTRUCTURE IMPACT

The Takeover Agreement will initiate the process to preserve the continuity of contract performance and avoid further delays in completing the renovation and modernization of the Gus Velasco Neighborhood Center.



Thaddeus McCormack
City Manager



Paul R. Ashworth
Executive Director

Attachment
Takeover Agreement

TAKEOVER AGREEMENT

This Takeover Agreement ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Owner") and FIRST NATIONAL INSURANCE COMPANY OF AMERICA ("Surety") acting through their respective duly authorized, undersigned representatives.

WITNESSETH:

WHEREAS on or about April 8, 2010, Owner entered into a contract with CORNERSTONE GENERAL, INC. ("Original Contractor"), for construction of all work on the project known as the Neighborhood Center Renovation and Modernization Project in the City of Santa Fe Springs (the "Project") (such contract, including all related contract documents referenced in that contract, being referred herein as the "Contract"). The Contract, including all documents referenced therein, are expressly incorporated herein by reference; and

WHEREAS Surety and Original Contractor, as bond principal, executed and delivered to Owner certain faithful performance and material and labor bonds, each numbered 6675773, dated April 14, 2010, each with a penal sum in the amount of \$3,120,365.00 (individually and respectively, "Performance Bond" and "Material and Labor Bond;" collectively, the "Bonds"). Subject to their terms, conditions and applicable law, the Bonds guarantee Original Contractor's obligations under the Contract and payment bond obligations under Civil Code section 3248, et seq., on the Project, respectively. The Performance Bond and Material and Labor Bond are incorporated herein by reference; and

WHEREAS Owner represents that, on or about July 26, 2011, Owner was notified by the Original Contractor that Original Contractor was unable to complete the Project, leaving the Original Contractor in default of the Contract; and

WHEREAS, Owner desires to expedite completion of the work covered by said Contract to preserve continuity of performance and to avoid the delay and inconvenience of re-letting; and

WHEREAS, Surety is willing and desires to cooperate with Owner by procuring the completion of the work through the use of a completion contractor, duly licensed and acceptable to Owner, provided the entire unpaid balance of the contract price, including retainage, together with any additional amount of money added to the contract price on account of extra work or changes which has been performed but not yet paid, is currently pending, or may arise, is paid to Surety or in accordance with its directions in writing; and

WHEREAS, in entering this Agreement, Surety and Owner agree that this Agreement is intended to clarify the terms by which the Surety and Owner shall perform their respective obligations under the Performance Bond, and is not intended to serve as a novation of the Performance Bond; and

WHEREAS, the Owner represents the Contract dated and signed April 8, 2010, had an original contract price of \$3,120,365.00. Owner further represents that after executing Change

Orders 1, 2 and 3, the total contract price to date is \$3,702,975.51. There remains a contract balance (including retainage) still held and unpaid by Owner in the amount of \$2,319,013.47. These figures do not include pending Change Order 4, which could result in a change in the contract price if approved.

NOW, THEREFORE, Owner and Surety agree as follows:

1. Surety undertakes and agrees to procure the performance of all work remaining to be completed in accordance with all the terms and conditions of the Contract; it is agreed that in so doing, Surety is not acting as a contractor, but only in its capacity as performance bond surety and is performing under its bond.

2. Surety will procure the performance of all work remaining by using a duly licensed contractor acceptable to Owner ("Completion Contractor"). Owner shall not unreasonably withhold consent to Surety's choice of Completion Contractor.

3. Owner agrees to administer all aspects of the Contract with respect to Completion Contractor as were its administrative responsibilities to Original Contractor's, including but not limited to inspections, on-site direction, requests for clarification, approval of pay estimates, negotiations of change orders and time extension requests for excusable delays, evaluations of claims and work and written approvals or disapprovals thereof, and approval of submittal and other paperwork requirements of the Contract.

4. Owner has reviewed the job status and represents that Contract Payment Estimate Number 12 accurately reflects the percentage of work completed to Owner's satisfaction and approval, as well as the balance remaining on the Contract, both on base Contract work and on Change Orders 1, 2, and 3. Owner recognizes Surety needs and will rely on the information in Contract Payment Estimate No. 12 to administer its contract with Completion Contractor in an efficient manner and to deal with payment claims arising from the work of Original Contractor. To the extent that either the percentage of work or contract balance set forth in Contract Payment Estimate Number 12 is inaccurate, Surety expressly reserves the right to seek additional compensation and/or addition time to complete the Project.

5. With the exception of Change Orders 1, 2 and 3, Owner represents no change orders have been approved which would modify the contract price and/or time and no change order requests have been rejected which, if approved would have modified the contract price and/or time. With the exception of Change Order 4, no change order requests are currently pending which would result in a change in the contract price and/or time if approved. To the extent the foregoing representation is later determined to be incorrect, Surety expressly reserves the right to pursue modifications to the contract price and/or time arising out of any and all change order requests which later determined to have been submitted by or on behalf of Original Contractor and/or its subcontractors, sub-subcontractors or material suppliers.

6. Owner agrees to accept progress payment estimates directly from Surety and to review and approve such estimates in a timely manner. Owner agrees to transmit such approvals to Surety promptly upon approval, in sufficient detail as to allow Surety to determine the proper amount to be paid, per Contract and Surety's Completion Contract, by Surety to Completion

Contractor. Owner recognizes that such prompt and complete transmittals are a necessary part of Surety's obligations to Completion Contractor and that failure to abide by the obligations set forth in paragraphs 4 and 5 may result in damage to Surety and possible breach of its contractual relationship with Completion Contractor.

7. Owner will pay directly to Surety all Contract sums due or to become due, as defined below, at the time and in the manner provided in the Contract. Owner represents the Contract balance of said Contract to be:

a. Original Contract:	<u>\$3,120,365.00</u>
b. Change Orders:	<u>\$582,610.51</u>
c. Revised Contract Price:	<u>\$3,702,975.51</u>
d. Less Amounts Paid to Date:	<u>(\$1,383,962.04)</u>
e. Less Stop Notice Amounts Held:	<u>(\$6,789.00)</u>
f. Retention:	<u>\$154,527.89</u>

Total Contract Balance (including retention) \$2,319,013.47

The amount to be paid includes all monies due or to become due Original Contractor arising out of or incidental to the performance of the Contract, including, but not limited to, unpaid Contract balance including unpaid monies relating to approved change orders, retained percentages, monies relating to pending or subsequently submitted change orders approved by the Owner, and any and all monies withheld by Owner for retention, stop notices, claims and/or liquidated damages (collectively hereinafter called "Contract Balance").

8. Owner and Surety each reserve all right, defenses and remedies in connection with the time for completion under the Contract. Owner agrees that the Completion Contractor shall be afforded 180 days from the date a Notice to Proceed is issued to Completion Contractor to complete the Project (without waiving claims for damages or extensions / compensable delays). Owner agrees to grant additional time extensions if/when applicable for change orders and weather. As an inducement for the burden of Surety taking over the Project, Owner agrees to waive any claims for delay related damages including, but not limited to, actual, consequential and/or liquidated damages as against Surety. Nothing contained herein impairs, affects or releases Owner's rights to pursue and/or recover any and all claims for delays, including but not limited to actual, consequential and/or liquidated damages from Original Contractor. Owner reserves rights to enforce liquidated damages against Completion Contractor and/or Surety if Completion Contractor fails to complete the Project within the adjusted timeframe.

9. Owner further agrees, notwithstanding any provision to the contrary in the Contract, to make payments to Surety as provided herein, regardless of whether or not any lien or other claims to said funds have been made by Original Contractor or any of its subcontractors, laborers, or suppliers; provided Surety (1) agrees to take over the owner's defense of such claims or any claim or lien filed or presented after such payment, at the expense of the Surety and (2) agrees to indemnify

Owner and its members, agents and employees, to the extent of the amounts so released, against liability for making such payments notwithstanding the pendency of such lien or other claim or lien or claim filed or presented after such payments.

10. Insofar as Owner has any right, title or interest therein, Owner agrees that Surety, Completion Contractor or its subcontractors will have the right to use, without charge, any of the materials, supplies, equipment or personal property furnished or supplied to or by Original Contractor which may be stored on the premises of the Project or which may have been fabricated for use in connection with the Project, whether or not presently upon the Project. Furthermore, Owner hereby sets over and assigns to Surety any and all right, title, actions, causes of action, and claims it has or may have against Original Contractor, including but not limited to all rights of set-off to any and all funds in its possession or to which it may claim a right, and authorizes Surety to exercise such set-off rights to the extent the Owner may legally do so.

11. Surety shall perform with reasonable speed all of the remaining work required by the Contract, including warranties and guarantees therein contained, in accordance with the terms and conditions of said Contract except as to time of completion. With respect to Surety's performance or otherwise, Owner agrees that in no event shall Surety be liable for any sums, amounts, claims, liquidated or unliquidated damages, compensations, actual or punitive damages, penalties, assessments, fees, fines whether claimed or imposed for any reason by any person, comptroller, entity, or Federal, State, County or Municipal governmental agency or political subdivision thereof for any sum in excess of the penal amount of the Performance Bond, \$3,120,365.00; which amount is the maximum of Surety's liability in connection with the Contract. Surety may cause further work to complete the Contract to cease on its behalf if it has expended the full bond penalty, provided, however, the Surety must give Owner fifteen (15) days notice prior thereto. Nothing in this Agreement shall be construed in any way to release any other liability of Surety to the Owner under the aforesaid Bond.

12. All payments made by Surety relating to its performance on this Project, less actual receipts of all or any part of the Contract Balance (together defined as "net loss"), shall be credited against the penal amount of the Performance Bond executed by Surety. Surety shall not be obligated to expend net loss in excess of the penal limits of said Performance Bond, and it is agreed that expenditure of net loss to or in excess of the penal limits of said Performance Bond shall release Surety notwithstanding any provision of this Agreement to the contrary.

13. Surety shall be entitled to further time extensions as allowed for excusable or compensable delays as provided in the Contract, including but not limited to, extensions associated with approved change orders, change orders in progress or additional change orders which have yet to be submitted and approved by Owner.

14. Owner and Surety agree that any and all further agreements, judgmental decisions, and/or changes to the Contract are subject to review and approval by Surety and its designated representative, RJT Construction, Inc. Consulting Services, Attn: Rodney Tompkins Jr., 18101 Von Karman, 3rd Floor, Irvine, California, telephone (949) 419-3840, facsimile (949) 419-3839 ("Designated Representative"). Owner agrees to coordinate and cooperate with Surety, its Designated Representative and/or Completion Contractor concerning day-to-day Project activities and work in performance of the Contract.

15. Surety will, with all reasonable dispatch, investigate and discharge its liability under the Material and Labor Bond as to all demands upon it by subcontractors and suppliers to Original Contractor for material and labor in connection with the Original Contractor's work.

16. Except as modified by this Takeover Agreement, all of the terms and conditions of the Contract and Performance Bond, including the plans and specifications thereof, remain unaffected, except any deadlines for compliance with notice or other provisions are extended for a reasonable time for Surety to investigate any open issues. Surety confirms that its Performance and Material and Labor Bonds (Nos. 6675773) remain in full force and effect according to their terms.

17. Owner and Surety shall cooperate fully and in good faith by taking such actions and executing such further documents as may be necessary for timely completion of, and payment for said Contract. Any notices of payment under this Takeover Agreement shall be directed to the following:

Owner: Community Development Commission
City of Santa Fe Springs
Attn.: Paul R. Ashworth
Executive Director
11710 Telegraph Road
Santa Fe Springs, California 90670-3679

Surety: First National Insurance Company of America
Attn.: Jason Stonefeld
1001 4th Avenue, Suite 1700
Seattle, Washington 98154

With copies to:

City of Santa Fe Springs
Attn.: Noe Negrete
Assistant Director of Public Works
11710 Telegraph Road
Santa Fe Springs, California 90670-3679

RJT Construction, Inc. Consulting Services
Attn.: Rodney Tompkins, Jr.
18101 Von Karman, 3rd Floor
Irvine, California 92612

Sedgwick LLP
Attn.: Jonathan J. Dunn, Esq.
3 Park Plaza, 17th Floor
Irvine, California 92614

18. In the event litigation is necessary to enforce the provisions of this Agreement, the prevailing party shall be entitled to its attorney fees and costs.

19. This Agreement shall be interpreted, construed, and enforced in accordance with and governed by the provisions and laws of the State of California.

20. This Agreement may be executed in counterparts.

21. Owner and Surety agree that facsimile or electronic copies of their signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind their respective rights and obligations under this Agreement, to the same extent as if such signatures were original (wet) signatures.

22. This Agreement represents the whole and complete agreement between Owner and Surety and shall not be changed, modified, or abridged, except by a subsequent written agreement executed by Owner and Surety.

Dated: _____

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA
FE SPRINGS

By: _____

Its: _____

Dated: _____

FIRST NATIONAL INSURANCE
COMPANY OF AMERICA

By: _____

Its: _____

Approved As To Form:

Dated: _____

Steve Skolnik
Santa Fe Springs City Attorney

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE SPECIAL MEETING
OF THE CITY COUNCIL**

AUGUST 23, 2011

1. CALL TO ORDER

Mayor Serrano called the Special City Council meeting to order at 6:10 p.m.

2. ROLL CALL

Present: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, and Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Anita Jimenez, Deputy City Clerk

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Serrano.

The City Manager announced that today is Councilmember Moore's birthday.

NEW BUSINESS

4. Consideration of Resolution No. 9343 to Cancel the Election on November 8, 2011, and Make Appointment to City Council Terms

Recommendation: That the City Council adopt Resolution No. 9343 to Cancel the Election on November 8, 2011, and appoint the nominees, Joe Serrano and Bill Rounds, to the City Council for the 2011-2015 term.

The City Manager read the Resolution by title and further explained that Mayor Serrano and Mayor Pro Tem Rounds were the only two candidates for the offices to be elected in the November 8, 2011, election therefore Council had the option of cancelling the election and appointing the two candidates to office as if elected.

Councilmember Trujillo made a motion to adopt Resolution 9343; Councilmember González seconded the motion which carried unanimously.

5. ADJOURNMENT

Mayor Serrano adjourned the meeting at 6:20 p.m.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date

SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

September 29, 2011

ORDINANCE FOR PASSAGE

Ordinance 1027 - An Urgency Ordinance of the City of Santa Fe Springs Establishing a Moratorium on the Issuance of Any Permit, License, or Other Entitlement, Relating to the Establishment of Certain Uses in Specific Areas Located in Proximity to the Telegraph Road Corridor

RECOMMENDATION

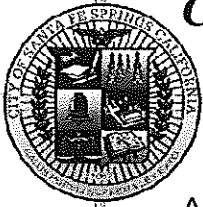
That the City Council waive further reading and adopt Ordinance 1027, an Urgency Ordinance of the City of Santa Fe Springs establishing a moratorium on the issuance of any permit, license, or other entitlement, relating to the establishment of certain uses in specific areas located in proximity to the Telegraph Road Corridor.

BACKGROUND

In 2004, the City Council adopted Ordinance No. 952, which had the effect and intent of restricting the types of uses that could exist on properties located in a portion of the City dubbed the "Telegraph Road Corridor". In adopting this Ordinance, the City Council articulated a desire to create a higher aesthetic standard along the Corridor, as well as enhance property values and facilitate other quality projects (see attached February 12, 2004 City Council Agenda Report) in and around Telegraph Road. Notwithstanding the historic downturn in the economy and the resultant impact on development, the implementation of Ordinance 952 has had a positive effect in facilitating a more consistent appearance and planned identity along the Corridor.

On August 8, the Planning Commission was set to consider Conditional Use Permit Case No. 725 (see attached August 8, 2011 Planning Commission Agenda Report). At that meeting, the Commission heard from several concerned property and business owners who voiced concerns about the proposed land use, a Concrete Batch Plant. At that meeting, staff recommended, and the Commission approved, the commencement of a more detailed environmental review of the project. The environmental review is nearly complete and ready to distribute for comment.

Whilst it is not expected that the environmental review will identify unmitigatable environmental impacts, the more detailed scrutiny of the project has raised the specter of situating land uses deemed unsuitable for the Telegraph Corridor in extreme proximity to the Corridor. In particular, with regard to the proposed Batch Plant (on the site being proposed), the traffic and visual impacts will have little distinction from those that would exist if the Batch Plant were situated directly on the Corridor, where it would otherwise not be permitted.



City of Santa Fe Springs

City Council Meeting

September 29, 2011

Accordingly, the Council is being asked to impose a moratorium on the issuance of any permit, license or other entitlement, of any nature, relating to the establishment of any use that would not be permitted on the Corridor in an area roughly defined by Bloomfield/Santa Fe Springs Road to the West; Los Nietos Road to the North; Carmenita Boulevard to the East, and; Florence Avenue to the South. (See attached map for more precise definition.) This will give Staff time to study the full gamut of land uses allowed in the proposed Study Area, and decide whether ones determined to be inconsistent with achieving the Council's desired intent in adopting Ordinance 952 should be prohibited on a permanent basis.

Attachments:

Ordinance 1027

February 12, 2004 City Council Agenda Report

August 8, 2011 Planning Commission Agenda Report

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

ORDINANCE NO. 1027

AN URGENCY ORDINANCE OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A MORATORIUM ON THE ISSUANCE OF ANY PERMIT, LICENSE OR OTHER ENTITLEMENT, RELATING TO THE ESTABLISHMENT OF CERTAIN USES IN A SPECIFIC AREA LOCATED IN PROXIMITY TO THE TELEGRAPH ROAD CORRIDOR.

WHEREAS, in 2004, the City of Santa Fe Springs (the "City") adopted Ordinance No. 952, which had the intent and effect of restricting the types of uses which could exist on industrially-zoned properties located in a portion of the City labeled the "Telegraph Road Corridor"; and

WHEREAS, the zoning regulations as they exist presently in the City Code would allow many other types of uses on industrially-zoned properties in areas located in proximity to the Telegraph Road Corridor, as depicted on Exhibit "A", attached hereto and incorporated by reference herein (the "Subject Area"), as permitted uses, accessory uses or conditionally permitted uses, which uses would be incompatible with the aesthetics, character and ambience which the City has begun to create and intends to continue to promote in the Telegraph Road Corridor; and

WHEREAS, the City is aware that there are parties interested in establishing on properties in the Subject Area uses which the City believes may be incompatible with current and future development in the Telegraph Road Corridor, including but not necessarily limited to a "batching plant" as described in subsection (H) of Section 155.243 of the City Code, the potential establishment of which constitutes a current and immediate threat to the public's health, safety and welfare; and

WHEREAS, the approval of any permit, license or other entitlement, on any parcel of industrially-zoned real property located in the Subject Area for any use other than a principally permitted, accessory or conditionally permitted use allowed on an equivalently zoned property located within the Telegraph Road Corridor would negatively affect the public health, safety and welfare for the reasons stated herein; and

WHEREAS, the City Council intends that the City study the most appropriate ways to implement zoning and land use regulations in the Subject Area to be compatible with the intended development in the Telegraph Road Corridor, during the effective period of this Ordinance; and

WHEREAS, for the protection of the public health, safety and welfare, the City desires to establish this moratorium to maintain the status quo on properties located in the Subject Area, and to allow City staff time to study the above described situation in order to bring back to the City Council recommended zoning changes,

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

Section 1. The City shall not issue any permit, license or other entitlement, of any nature, relating to the establishment of any use on any industrially-zoned property located entirely or in part in the Subject Area, other than a principally permitted, accessory or conditionally permitted use as allowed on an equivalently zoned property located within the Telegraph Road Corridor. It is the intent of the City Council that during this moratorium and any extension thereof, industrially zoned properties located entirely or in part in the Subject Area shall be subject to the same use-related restrictions as those which apply to equivalently zoned properties located within the Telegraph Road Corridor.

Section 2. The City Council hereby finds and determines that there is a current and immediate threat to the public health, safety and welfare, as described in the recitals set forth above, which recitals the City Council hereby adopts as legislative findings of the threat to the public health, safety and welfare.

Section 3. This Ordinance is adopted pursuant to the provisions of section 65858 of the California Government Code.

Section 4. This Ordinance shall take effect immediately upon its adoption, and shall remain in effect for forty-five (45) days.

Section 5. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after the passage hereof.

PASSED, APPROVED AND ADOPTED this 29th day of September, 2011.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

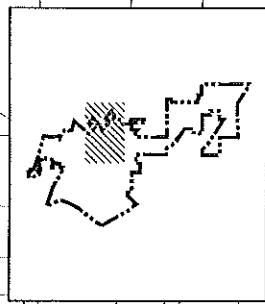
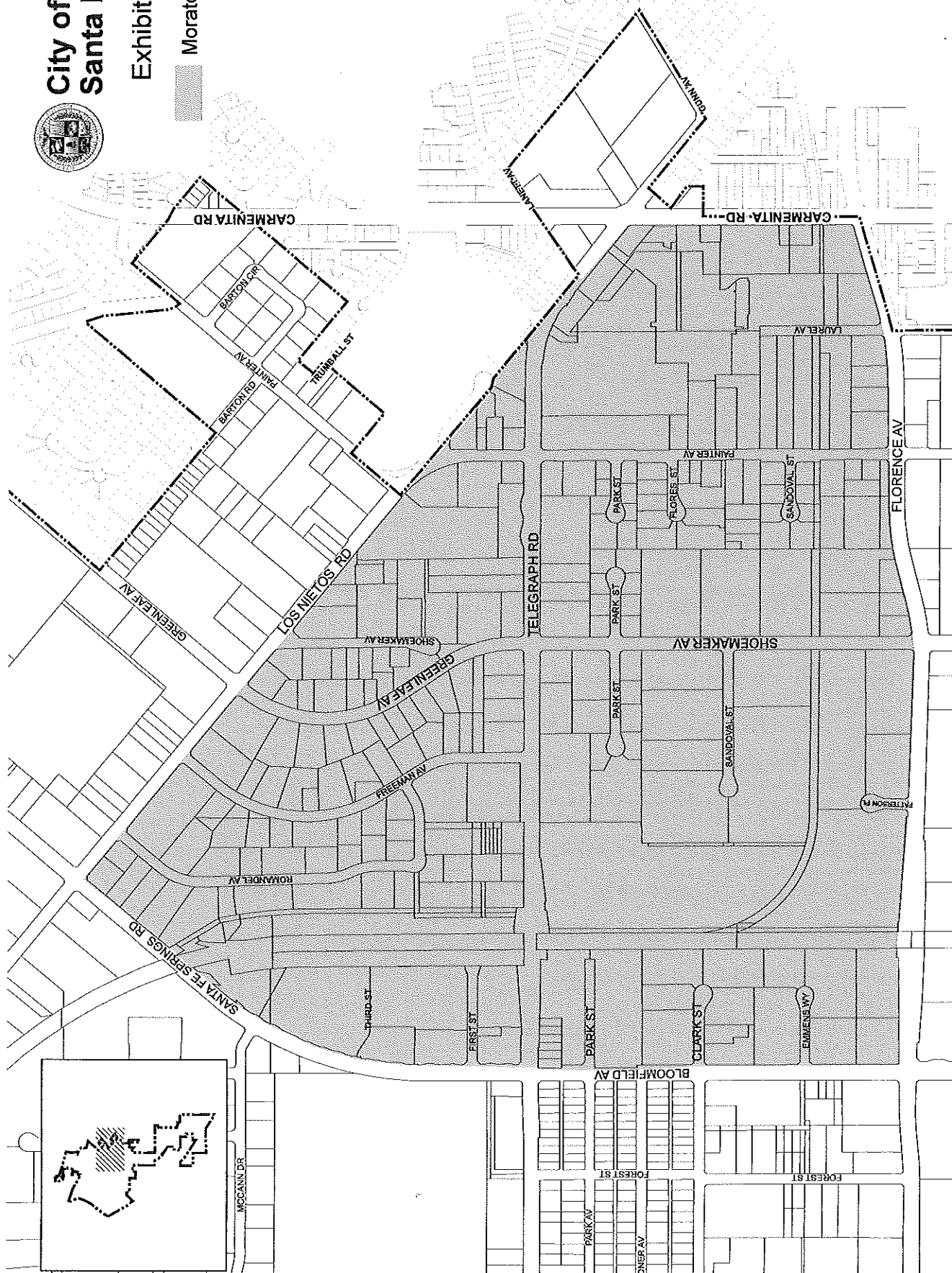
Deputy City Clerk



City of Santa Fe Springs

Exhibit "A"

Moratorium Area



February 2, 2004

MEMORANDUM TO THE HONORABLE CITY COUNCIL

CITY COUNCIL MEETING OF FEBRUARY 12, 2004

PUBLIC HEARING

Zoning Ordinance Amendment No. 128 - Telegraph Road Land Use

Amendments

Ordinance No. 952 Amending the City Code and Zoning Regulations Regarding Land Use Restrictions for industrially-zoned properties with frontage on Telegraph Road.

BACKGROUND

For the past eighteen months, the City of Santa Fe Springs has been working on improving the Telegraph Road Corridor as a uniquely designed thoroughfare offering quality improvements and a professional working environment. This effort began in 2002 with the approval of General Plan Amendment No. 19 designating the Telegraph Road Corridor as a Special Study Area. The effort moved forward at the City Council meeting of April 10, 2003 with the passage of Urgency Ordinance No. 937 prohibiting the establishment, expansion or modification of certain uses on properties with frontage on Telegraph Road. The subject Zoning Ordinance Amendment No. 128 is the culmination of a land use study to permanently prohibit these and other identified land use activities that are obsolete or antiquated. The purpose of the proposed zoning ordinance amendments to restrict certain land use activities on industrial properties with frontage on Telegraph Road is to foster and sustain the economic and civic activity prominent along Telegraph Road.

To this end, the City conducted several "visioning" workshops with staff, local business persons and property owners that resulted in a formal document containing suggestions for achieving our goal. These suggestions fall into three categories: Public Improvements, Design Guidelines and Land Use Regulations. Regarding public improvements, the City has already begun \$16 million of public improvements within the Telegraph Road Corridor, including several reconstructed street intersections and new center medians, enhanced Urban Forest landscaping, and other aesthetic improvements. Regarding Design Guidelines, the City is finalizing a set of draft Design Guidelines that will create a uniform theme and appearance for development along the Telegraph Road Corridor.

Regarding Land Use Regulations, the City is proposing to amend the list of permitted, conditional and accessory land use activities for industrial properties that have frontage on Telegraph Road. The City believes that the list of proposed land use activities will enhance property values and encourage the continued development of quality projects on industrially zoned properties along the Telegraph Road Corridor.

PLANNING COMMISSION CONSIDERATION

At its meeting of January 26, 2004 the City Planning Commission conducted a public hearing on proposed Zoning Ordinance Amendment No. 128. No person appeared at the public hearing to offer an opinion on the proposed amendments. After considering the facts contained in the staff report, the Planning Commission approved a motion to recommend that the City Council approve proposed Zoning Ordinance Amendment No. 128.

STAFF CONSIDERATIONS

In most instances, the land use activities proposed to be prohibited on industrially zoned property with frontage on Telegraph Road are obsolete or antiquated uses. In a few instances, the proposed amendments will cause an existing land use activity to become nonconforming. It is proposed that a land use activity made nonconforming by the proposed amendments will be allowed to remain in its current location indefinitely. The intent of the proposed land use amendments is not to unduly restrict existing land use activities; rather, the proposed amendments reflect the contemporary land use pattern evolving along Telegraph Road. Attached for City Council review are the following:

1. Map showing properties subject to the proposed Land Use Restrictions;
2. Resolution No. 06-2004 memorializing the action taken by the City Planning Commission to recommend that the City Council approve proposed Zoning Ordinance Amendment No. 128;
3. Proposed Ordinance No. 952.

LEGAL NOTICE OF PUBLIC HEARING

Legal Notice of the Public Hearing on the proposed amendments to the Zoning Regulations in the City Code was posted in the City Hall lobby on January 27, 2004 and published in the Whittier Daily News on Friday, January 30, 2004 as required by Section 90.02 of the City Zoning Ordinance.

PROPERTY OWNER INFORMATIONAL MEETING

In addition to the required public hearing notification mentioned above, the City mailed a letter on January 6, 2004 to every property owner as shown on the latest Assessors Roll notifying them of the City's proposed Land Use Restrictions for properties with frontage on Telegraph Road. This letter also invited interested property owners to attend an informal informational meeting on Wednesday, January 14, 2004 at 4:00 p.m.. It is noted that no property owners were present at the scheduled informational meeting.

RECOMMENDATION

1. That the City Council open the Public Hearing and consider any comments received regarding Ordinance No. 952, and thereafter close the Public Hearing.
2. That Ordinance No. 952 adopting the proposed amendments to the Zoning Regulations in the City Code be introduced and pass its first reading.



Frederick W. Latham
City Manager

ORDINANCE NO. 952

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
AMENDING CHAPTER 155 OF THE CITY CODE
REGARDING USES IN THE TELEGRAPH ROAD CORRIDOR**

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

Section 1. The following new section 155.202 is hereby added to the City Code:

@ 155.202 PRINCIPAL PERMITTED USES-TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.181, the following are the principal permitted uses in the ML Zone, for properties with frontage on Telegraph Road:

- (A) Administrative or executive offices of commercial, financial or industrial establishments.
- (B) Scientific research and experimental development laboratories.
- (C) Clinics, doctors, engineering, industrial design and other professional offices.
- (D) The assembly and repair of electrical equipment and appliances, electronic instruments and devices such as television and radio equipment.
- (E) The manufacture, processing and packaging of pharmaceuticals, drugs, toiletries and cosmetics, except soap.
- (F) Television and radio broadcasting studios.
- (G) Manufacture of scientific, optical, medical, dental and drafting instruments, orthopedic and medical appliances, watches and clocks, precision instruments, musical instruments, cameras and photographic equipment, except film.
- (H) Blueprinting, photocopying, film processing, printing, engraving and lithographing.
- (I) Business service establishments, such as electronic computer facilities and addressing service.

- (J) The manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials:
 - (1) Canvas.
 - (2) Cloth.
 - (3) Glass.
- (K) Manufacturing, compounding, processing, canning or packaging of products such as:
 - (1) Bakery goods.
 - (2) Candy and soft drinks.
 - (3) Dairy products.
 - (4) Food products (excluding fish and meat products, sauerkraut, vinegar, yeast and the rendering or refining of fats and oils).
- (L) Manufacture of cutlery, hardware, hand tools and kitchen utensils.
- (M) Catering services.
- (N) Banks.
- (O) Telephone district offices.
- (P) Advertising agencies.
- (Q) Warehouses (except those uses involved in the selling, serving or storage of alcoholic beverages which shall be subject to the requirements of § 155.628 of the City Code).
- (R) Trade union halls, clubs and similar facilities (except those uses involved in the selling, serving or storage of alcoholic beverages which shall be subject to the requirements of § 155.628 of the City Code).
- (S) The sale of office furniture, equipment and supplies.
- (T) Research, development, and assembly of synchronized air hydraulic lift systems.
- (U) Other similar uses which the Commission, after study and deliberation, finds not to be inconsistent with the purposes of this section, and which would be similar to the uses listed as permitted uses, and which would be compatible to these uses.

Section 2. The following new section 155.203 is hereby added to the City Code:

@ 155.203 ACCESSORY USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.182, the following are the accessory uses permitted in the ML Zone, for properties with frontage on Telegraph Road:

- (A) Restaurant, cafe or cafeteria, operated in conjunction with a permitted use for the convenience of persons employed upon the premises (except those uses involved in the selling, serving or storage of alcoholic beverages which shall be subject to the requirements of § 155.628).
- (B) Employee recreational facilities and play areas.
- (C) Commercial sales and service incidental to a principal permitted use.

Section 3. The following new section 155.204 is hereby added to the City Code:

@ 155.204 CONDITIONAL USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.183, the following are the uses permitted in the ML Zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public or quasi-public uses of an educational or recreational nature.
- (B) Business, technical trade or professional schools.
- (C) Restaurants, cafes or cafeterias.
- (D) Other commercial and service type uses which the Commission, after deliberation and study, finds are needed to serve the ML Zone, and which will not interfere with the industrial park atmosphere the ML Zone is intended to create.

Section 4. The following new section 155.232 is hereby added to the City Code:

@ 155.232 PRINCIPAL PERMITTED USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.211, the following are the principal permitted uses in the M-1 Zone, for properties with frontage on Telegraph Road:

- (A) Any of the principal uses listed in Section 155.202.
- (B) Real estate, business and professional offices.

- (C) Employment agencies.
- (D) Restaurants, cafes, coffee shops, cafeterias or take-out restaurants (except those uses involved in the selling, serving or storage of alcoholic beverages which shall be subject to the requirements of § 115.628 of the City Code).
- (E) Other uses which the Commission, after study and deliberation, finds not to be inconsistent with the purposes of this section, and which would be similar to uses listed as permitted uses, and which would not be incompatible with those uses.

Section 5. The following new section 155.233 is hereby added to the City Code:

@ 155.233 ACCESSORY USES--TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.212, the following are the accessory uses permitted in the M-1 Zone, for properties with frontage on Telegraph Road:

- (A) Commercial sales and service incidental to a principal permitted use.
- (B) Other accessory uses and buildings customarily appurtenant to a permitted use.

Section 6. The following new section 155.234 is hereby added to the City Code:

@ 155.234 CONDITIONAL USES--TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.213, the following are the uses permitted in the M-1 Zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public or quasi-public uses of an educational or recreational nature.
- (B) Business, technical, trade or professional schools.
- (C) Commercial and service type uses which the Commission, after study and deliberation, finds are needed to serve the M-1 Telegraph Road Corridor Overlay Zone, and which will not interfere with the orderly development of the industrial area, and not be incompatible with industrial uses.

Section 7. The following new section 155.262 is hereby added to the City Code:

@ 155.262 PRINCIPAL PERMITTED USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.241, the following are the principal permitted uses in the M-2 Zone, for properties with frontage on Telegraph Road:

- (A) Any use listed as a principal permitted use in Section 155.232.
- (B) Other similar uses which the Commission after study and deliberation, finds not to be inconsistent with the purpose of this section, and which would be similar to the uses listed as permitted uses and would be compatible to those uses.
- (C) Oil and gas drilling, production or storage when located 300 feet or more from any residential zone, school or park.

Section 8. The following new section 155.263 is hereby added to the City Code:

@ 155.263 ACCESSORY USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.242, the following are the accessory uses permitted in the M-2 Zone, for properties with frontage on Telegraph Road.

- (A) Restaurants, cafes, coffee shops or cafeterias (except those uses involved in the selling, serving or storage of alcoholic beverages which shall be subject to the requirements of § 155.628 of the City Code).
- (B) Commercial sales and service incidental to a principal permitted use.
- (C) Other accessory uses and buildings customarily appurtenant to a permitted use.

Section 9. The following new section 155.264 is hereby added to the City Code:

@ 155.264 CONDITIONAL USES–TELEGRAPH ROAD CORRIDOR

Notwithstanding the list of uses set forth in section 155.243, the following are the uses permitted in the M-2 Zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Hotels and motels.
- (B) Commercial and service type uses which the Commission, after study and deliberation, finds are needed to serve the M-2 District and which will not interfere with the orderly development of the industrial area and which will be compatible with industrial uses.

- (C) Public or quasi-public uses of an educational or recreation nature.
- (D) Oil and gas drilling and production within 300 feet of any residential zone, school or park.

Section 10. The following new subsection (K) is hereby added to section 155.398 of the City Code:

- (K) Notwithstanding the time periods set forth in this section, as to parcels with frontage on Telegraph Road, any use on any such parcel, which existed and was conforming as of the effective date of Ordinance No. 952, which use became nonconforming as a result of the adoption of Ordinance No. 952, may remain in place indefinitely.

Section 11. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 35, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 12. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

PASSED and ADOPTED this ____ day of _____, 2004, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Mayor

ATTEST:

City Clerk

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 06-2004

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
SANTA FE SPRINGS REGARDING ADOPTION OF AMENDMENTS
TO THE TEXT OF THE ZONING ORDINANCE
OF THE CITY OF SANTA FE SPRINGS.**

WHEREAS, the City of Santa Fe Springs has reviewed and considered proposed amendments to the text of the Zoning Regulations to amend the list of permitted, conditional and accessory land use activities for industrial properties that have frontage on Telegraph Road, and

WHEREAS, after study and deliberation by the Department of Planning and Development, the City has prepared for adoption of amendments to the text of the Zoning Regulations, and

WHEREAS, notice of the Public Hearing was given as required by law, and

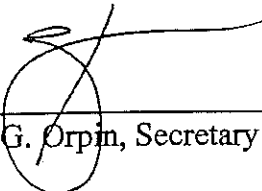
WHEREAS, the Planning Commission held a Public Hearing on January 26, 2004 in regard to the proposed amendments to the text of the Zoning Regulations, and

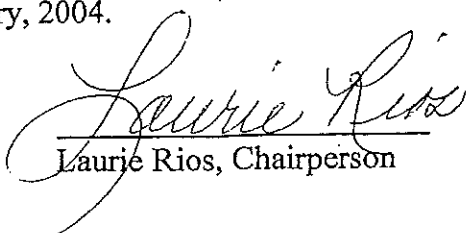
NOW, THEREFORE, BE IT RESOLVED that the **PLANNING COMMISSION** of the **CITY OF SANTA FE SPRINGS** does hereby **RESOLVE, DETERMINE AND ORDERS AS FOLLOWS**:

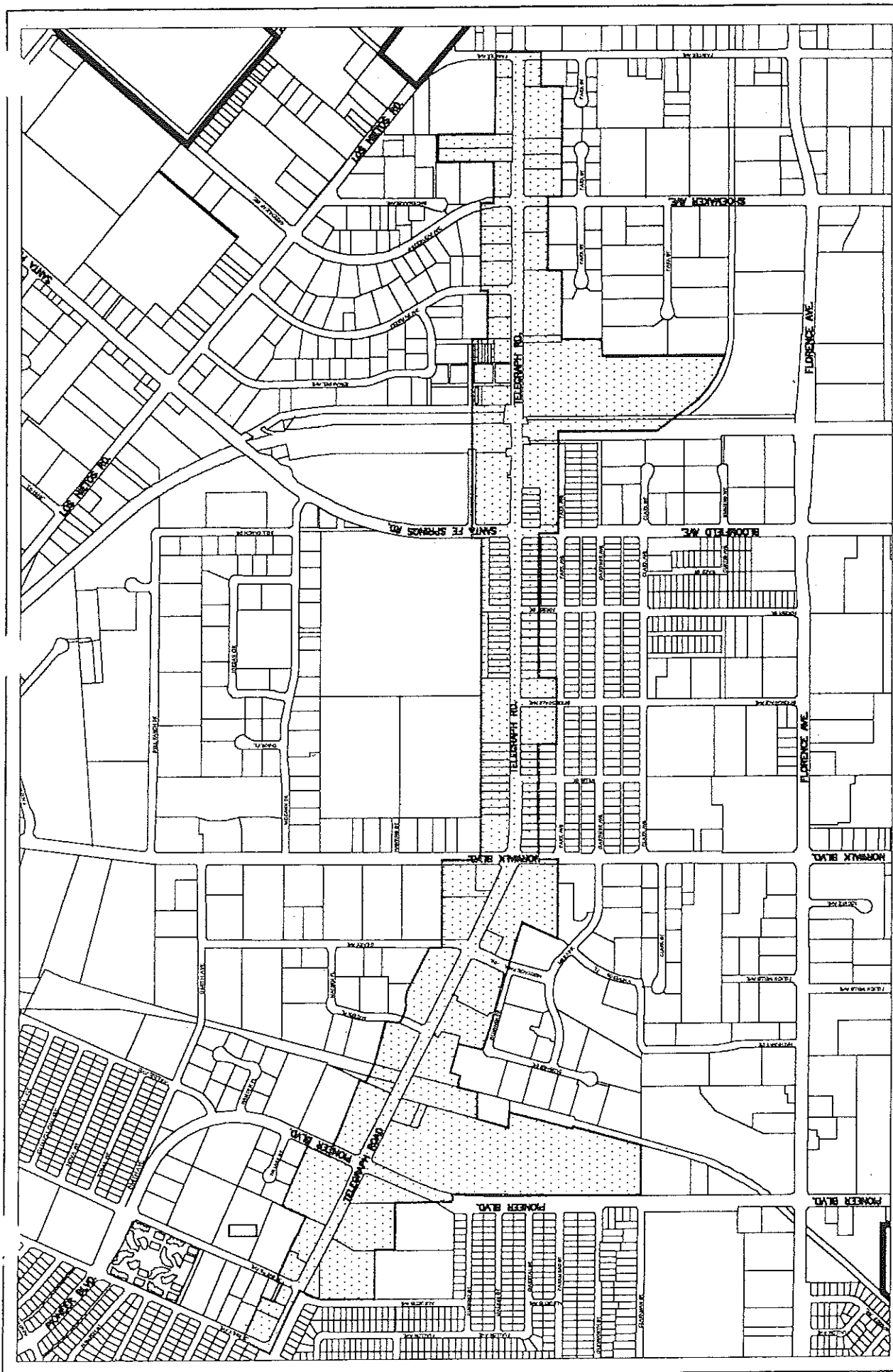
SECTION I. The Planning Commission finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the Zoning Regulations.
2. That the Planning Commission find that, based on the Initial Study and comments received, there is no substantial evidence that the proposed amendments to the text of the Zoning Regulations will not have a significant effect on the environment, and approve and adopt the Negative Declaration.
3. That the Planning Commission find that the proposed amendments to the text of the Zoning Regulations are consistent with the City's General Plan.
4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 952 to effectuate the proposed amendments to the text of the Zoning Regulations.

ADOPTED and APPROVED this 26th day of January, 2004.


Robert G. Orpin, Secretary


Laurie Rios, Chairperson



CITY OF SANTA FE SPRINGS

TELEGRAPH CORRIDOR

Industrially Zoned Properties Only (ML, M-1, M-2)

□ PROPERTIES FRONTING TELEGRAPH ROAD



City of Santa Fe Springs

Planning Commission Meeting

August 8, 2011

PUBLIC HEARING

Conditional Use Permit Case No. 725 and Zone Variance Case No. 74

A request for approval of a Conditional Use Permit (CUP 725) to allow the establishment, operation, and maintenance of a concrete batch plant use and a Zone Variance (ZV 74) to allow a reduction of front yard landscaping from 30' to 20' along Greenleaf Avenue and from 20' to 15' along Shoemaker Avenue; and to allow a fence/wall to exceed the maximum 42" height within front setback area of property located at 10144 Shoemaker Avenue (APNs: 8011-001-053 and 8011-005-011), in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area. (Holliday Rock Company).

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Find that the proposed concrete batch plant use, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and therefore will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.
2. Find that the proposed site plan and conditions of approval will help ensure the general appearance and welfare of the community is preserved and that no additional architectural treatment is necessary.
3. Find that approval of Conditional Use Permit (CUP) Case No. 725 and Zone Variance (ZV) Case No. 74 is pursuant to and in furtherance of the Redevelopment Plan for the Consolidated Redevelopment Project Area and is within the scope of the Program Environmental Impact Report (EIR) and Final Subsequent EIR which was prepared for said Redevelopment Plan and that no new significant effects could occur or no new mitigation measures or environmental document would be required.
4. Find that the applicant's Zone Variance request meets the criteria set forth in Section 155.675 of the City's Zoning Regulation for the granting of a Variance.
5. Approve CUP 725 and ZV 74, subject to a compliance review of CUP 725 after one (1) year, to ensure the batch plant use is still operating in strict compliance with the conditions of approval.

LOCATION

The subject site is made up of two lots that are located at the end of the cul-de-sac on Shoemaker Avenue at 10144 Shoemaker Avenue (APNs: 8011-001-053 and 8011-005-011). The property measures approximately 1.726 acres and is located within the M-2 (Heavy Manufacturing) Zone, within the Consolidated Redevelopment Project Area.

BACKGROUND

The applicant, Holliday Rock Company, is one of the largest independent producers of aggregate, concrete and asphalt in the United States. They have been in business for over 70 years and currently operate seven aggregate plants and 14 ready mix concrete plants, serving the San Bernardino, Riverside, Los Angeles, Kern and Orange Counties. Holliday Rock is currently looking to expand its business operations and is proposing to build and operate a ready mix concrete batch plant in Santa Fe Springs. Holliday Rock is in escrow to purchase the subject property and, if approved, is planning to clear the entire site and erect a concrete batching plant on the subject site.

DETAILS OF PROPOSED OPERATIONS

Sand and gravel is delivered by bottom discharge trucks to a drive-over hopper. From there, it is transferred by conveyor belt into storage bins. The materials from these bins feed into an aggregate weigh hopper where it drops onto an inclined conveyor belt and is transferred to a concrete mixer truck. Cement and fly ash are delivered to storage silos by pneumatic trucks. From there, they are transferred into the weighing batching hopper and discharged directly into trucks. The concrete mixer truck is fed simultaneously by the aggregate and cement/fly ash weigh hoppers. Control of the material feed is automatic. Water is added directly into the truck mixing drum.

NOTE: Sample photos of the various equipment and trucks are provided as an attachment.

Hours of Operation

Typical hours of operation are expected to be from 5:00am to 5:00pm, Monday through Saturday. Department of Transportation (DOT) or emergency work may fall outside these standard hours. Nevertheless, to ensure the City is well aware of each instance before they occur, staff has placed a condition requiring the applicant to provide the City with written notification beforehand.

Employee Count

Holliday Rock anticipates approximately 10 employees will report to the site on an average day. Most employees will be in trucks delivering concrete with the exception of 2-3 employees who would remain on-site to oversee the operations.

Anticipated Quantities and Related Traffic

Holliday Rock is hoping to produce and deliver 500-1,000 yards of concrete per day. The higher end of this range would result in the following truck traffic per day:

- 10 deliveries of cement / fly ash (pneumatic cement powder truck).
- 64 deliveries of sand / gravel (bottom discharge truck).
- 100 loads of concrete shipped out (concrete mixer truck).

The City's Engineering staff reviewed the proposed project for potential impacts to the City's existing traffic circulation. The total projected maximum trip generation for the proposed batch plant is 174 vehicles per day. Based on the City's Consolidated Redevelopment Project Area Amendment No. 4 Traffic Impact Analysis, January 2009, the intersections of Los Nietos Road at Greenleaf Avenue, Los Nietos Road at Pioneer Blvd. and Telegraph Road at Greenleaf Avenue have an existing Level of Service (LOS) of D, B and B; respectfully. The projected LOS with ambient growth for the intersections are E, B and C; respectfully.

Given that the applicant has agreed to eliminate the driveway along Greenleaf Avenue, all traffic from the proposed batch plant will be directed to Los Nietos Road. Based on available information, our Engineering staff has determined that the proposed project will not adversely affect the existing traffic circulation.

PROPOSED SITE PLANEquipment

The proposed batch plant includes: product silos, overhead aggregate storage bins, truck washout with 3-stage clarifier, drive-over grizzly, and a 36" conveyor with swing shuttle system. The entire operation will be overseen from an approximately 800 sq. ft., two-story, control room.

It should be noted that Holliday Rock is planning to incorporate the following control devices/techniques to help control particulate emissions:

- a. Use of a baghouse type dust collector to vent truck loadout and filter vents to control the particulate emissions from storage silos and the cement/fly ash weight hopper.
- b. Use of moisture based dust suppression to minimize particulate emissions from aggregate transfer points between conveyors and other loading operations.

Parking

The site will provide 8 extended parking stalls for mixer trucks (along the westerly property line) and an additional 6 stalls for employee and visitor parking (along the northerly property line). According to the City's Zoning Regulations, a total of 2 parking stalls are required for the proposed 800 sq. ft. control room. The site will therefore exceed the minimum parking requirements.

Holliday Rock anticipates about 10 employees per day with approximately 2-3 employees who would remain on-site. Most employees will be in trucks delivering concrete. The 14 parking stalls provided on-site should therefore exceed the anticipated parking demand.

Landscape

The site will be provided with a 15'-0" landscape setback along the Shoemaker frontage and a 20' landscape setback along Greenleaf Avenue. A landscape buffer is also proposed along the northerly, southerly and easterly property lines. Overall, the site will provide 11,005 sq. ft. of landscaping. According to the City's Zoning Regulations, the site is required to have a minimum 10,627 sq. ft. of landscaping. The site will therefore exceed the minimum overall landscape requirements.

Although the site will meet the minimum overall landscape requirements, approval of a Zone Variance is required to allow a reduction of front yard landscaping from 30' to 20' along Greenleaf Avenue and from 20' to 15' along Shoemaker Avenue.

Visual Screening

Initially, the site will be provided with a 14' high chain link fence with slats along the westerly and southerly property lines. The existing wall/fence along the northerly and easterly property lines will remain.

It should be noted that the long term solution for the screening along the westerly and southerly property lines is dependant on whether or not the California Highway Patrol (CHP) occupies the adjoining property to the south. Considering this, the applicant has agreed to do the following:

- a. That, prior to California Highway Patrol occupancy of the adjoining property to the south, the applicant shall provide a visual/security buffer along the shared (southerly) property line. Said visual buffer shall be to a height necessary to obstruct a line-of-sight view into the CHP property. Additionally, the final design of this buffer shall be subject to a Development Plan Approval (DPA).
- b. That, upon confirmation that the California Highway Patrol no longer intends to occupy the adjoining property to the south, the applicant

agrees to remove the temporary 14 foot high chain link fence with slats and replace with a new 14 foot high split face concrete block wall. Said block wall shall be constructed along the Greenleaf Avenue setback line and along the southerly property line.

TEMPORARY FACILITY

It should be noted that since the permanent batch plant facility is not expected to be installed for approximately 1-2 years, Holliday Rock is proposing to operate a portable ready mix batch plant while plan check and construction occurs. The temporary facility would be a skid-mounted unit. The footprint and location of the temporary facility will be somewhat consistent with the permanent plant but with a lower overall height.

It should be noted that the temporary facility is expected to produce and deliver 350-750 yards of concrete per day. The higher end of this range would result in the following truck traffic per day:

- 7 deliveries of cement/fly ash (pneumatic cement powder truck).
- 45 deliveries of sand/gravel (bottom discharge truck).
- 70 loads of concrete shipped out (concrete mixer truck).

ZONING CODE REQUIREMENT

The procedures set forth in Section 155.243(H)(3) of the Zoning Regulations, states that concrete mixing and batching plants shall be allowed only after a valid conditional use permit has first been obtained.

Code Section:	Conditional Uses
155.377(H)(3)	(H) Asphalt, concrete and earth products activities of the following kinds:
	(3) Concrete mixing and batching plants

Holliday Rock is requesting approval of the subject CUP to allow the establishment, operation, and maintenance of a concrete only batch plant on the subject site.

STREETS AND HIGHWAYS

The subject property has frontage on both Greenleaf Avenue and Shoemaker Avenue. Greenleaf Avenue is designated as a "Secondary Highway" within the Circulation Element of the City's General Plan. The Shoemaker Avenue cul-de-sac is designated as a local industrial street.

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:

Direction	Zoning District	General Plan	Land Use
North	M-2, Heavy Manufacturing	Industrial	10134 Shoemaker Av - welding and steel fabrication; 10142 Shoemaker Ave - industrial repairs; 10226 Greenleaf Av - contractor's storage yard.
South	M-2, Heavy Manufacturing	Industrial	10330 Greenleaf Av - vacant parcel (potential future CHP site).
East	M-2, Heavy Manufacturing	Industrial	13033 Telegraph Rd - industrial packaging
West	M-2, Heavy Manufacturing	Industrial	10225 Greenleaf Av - manufacturing and processing of pharmaceuticals.

ENVIRONMENTAL DOCUMENTS

Because the proposed batch plant use is located within the Consolidated Redevelopment Project Area for which an Environmental Impact Report (EIR) and Final Subsequent EIR was previously prepared as required by law, further environmental documents are not required if it is determined that the proposed use is:

- 1) Pursuant to, and in furtherance of, the adopted Redevelopment Plan;
- 2) Within the scope of the Program EIR and Final Subsequent EIR which was prepared for said Redevelopment Plan; and
- 3) That no new significant effects could occur or no new mitigation measures or environmental document would be required.

Staff finds the subject proposal satisfies the aforementioned criteria.

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 approvals 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 July 28, 2011. The legal notice was also posted in Santa Fe Springs City Hall, the City Library, and Town Center on July 29, 2011, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

COMMISSION'S CONSIDERATIONS

Conditional Use Permit

As mentioned previously, Section 155.243(H)(3) of the Zoning Regulations states that concrete mixing and batching plants shall be allowed only after a valid conditional use permit has first been obtained.

In accordance with Section 155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit, the Commission shall:

- 1) Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general; and
- 2) Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.

Staff believes that the applicant's request meets the criteria required by Section 155.716 of the City's Zoning Ordinance for the granting of a Conditional Use Permit. The reasons for the findings are as follows:

1. **That the proposed batch plant use will not be detrimental to persons or property in the immediate vicinity for the following reasons:**

The project site is located in an industrialized area of the City and therefore not near any sensitive land uses. The proposed batch plant use is similar to and compatible with other industrial uses located within the immediate vicinity. Nevertheless, staff and the applicant have met on several occasions to review the proposed use and discuss ways to address typical impacts related to a batch plant use. These meetings have resulted in several conditions of approval to help minimize potential traffic, dust, and noise and ensure they do not become an issue for existing and future property owners in the immediate vicinity. Below is a brief summary of said conditions:

Condition	Potential Impact	Requirement
26	Traffic	Adequate on-site circulation
46	Noise/Public Safety	Visual screen
47	Noise	Landscape screen
53	Dust	Maintain valid SCAQMD permit
54	Noise and Dust	Comply with City performance standards
55	Dust	Use of Best Available Technology (BACT)
56	Noise	Use of sound proofing device
57	Traffic	Remove existing driveway along Shoemaker
59 & 65	Traffic	Restrict off-site parking
60	Traffic	Restrict queuing and staging
62, 63 & 64	Dust	Maintain and sweep yard area

Based on the previous chart, staff finds that the proposed concrete batch plant use, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and therefore will not be detrimental to persons or property in the immediate vicinity.

2. That the proposed batch plant use has been designed to preserve the general appearance and welfare of the community for the following reasons:

In addition to plans to demolish the existing unsightly and non-conforming metal building, the applicant has placed an emphasis on enhancing the visual appearance of the property along both street frontages. For instance, the proposed batch plant will be situated behind a 15 foot wide landscape buffer and decorative wrought iron screen along Shoemaker Avenue and a 20 foot wide landscape buffer and 14 foot high chain link fence with slats along Greenleaf Avenue. And as noted previously, the long term long solution for the visual screen along the southerly and westerly property lines will result in a minimum 14 foot high split face concrete block wall and even higher if the CHP occupies the adjoining property to the South. Additionally, the applicant is planning to provide a 5' landscape buffer along the northerly and easterly property lines.

Staff finds that the visual and landscape screening proposed along the perimeter of the site will not only provide an attractive visual buffer but also serve to mitigate any potential noise impacts. Overall, the proposed site improvements are not only an upgrade to the subject site but also to the surround area.

Zone Variance

As proposed, the batch plant requires approval of a Zone Variance to allow a reduction of front yard landscaping from 30' to 20' along Greenleaf Avenue and from 20' to 15' along Shoemaker Avenue; and to allow a fence/wall to exceed the maximum 42" height within front setback area.

In accordance with Section 155.675 of the City's Zoning Ordinance, before granting a Zone Variance, the Commission shall satisfy itself that the applicant has shown that all of the following conditions apply:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.
2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in question.
3. That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.

4. That the granting of such variance will not adversely affect the Master Plan of the city.

Staff believes that the applicant's request meets the criteria required by Section 155.675 of the City's Zoning Ordinance for the granting of a Zone Variance. The reasons for the findings are as follows:

1. **That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.**

Sections 155.248 and 155.260(E) of the City's Zoning Regulations require the subject site to provide a minimum 20 foot landscape setback along Shoemaker Avenue and a minimum 30 feet landscape setback along Greenleaf Avenue. Additionally, Section 155.255 of the City's Zoning Regulations requires that any fences, hedges, or walls within the front setback area shall be a maximum height of 42 inches.

The subject site is irregular shaped with dual frontage along Shoemaker Avenue and Greenleaf Avenue respectively. Literal interpretation of the sections listed above would create a hardship on the owner by rendering the westerly parcel (APN 8011-001-053) undevelopable. Additionally, a 42 inch high fence or wall as required by the Zoning Regulations would be ineffective since it would not provide an adequate visual screening of the proposed batch plant equipment or trucks.

2. **That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in question.**

The Planning Commission would not be granting special privileges to the applicant since similar requests have been granted in the past. The requested Variance will simply allow the applicant to preserve and enjoy a property right possessed by other properties in the same vicinity and zone district. The chart below identifies similar entitlements whereby reductions to the front yard landscape setback were granted:

Case No.	Site Address	Date Approved
ZV 69	15306-15510 Carmenita Road	6/28/2010
ZV 71	13630 Firestone Blvd	5/23/2011
MOD 1158	15905 Valley View Avenue	6/28/2004
MOD 1084	11770 Washington Blvd	7/27/1998

Additionally, it should be noted that the reduced landscape setback requested by the applicant will still exceeds the landscape setbacks currently provided along both Shoemaker Avenue and Greenleaf Avenue.

- 3. That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.**

The site is located in the M-2, Heavy Manufacturing Zone which allows concrete batch plant facilities as a conditional use. Given the makeup of the existing uses surrounding the subject site and their current zoning and General Plan designation of Heavy Manufacturing, a new batch plant use would not adversely impact the property or improvements in the vicinity.

More importantly, if the subject Zone Variance was denied, the use could still technically exist provided that the applicant obtains approval of a conditional use permit. The Zone Variance merely allows the applicant to maximize the yard area and provide adequate maneuvering of trucks to prevent overflow. In exchange, the applicant will provide a tall screen wall.

- 4. That the granting of such variance will not adversely affect the Master Plan of the city.**

The M-2 zoning classification is intended "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 encourage the location of desirable industrial plants..."

The issuance of the variance would facilitate the objectives of the M-2 zoning classification by permitting the productive use of the property in a manner that is complimentary to the surrounding industrial and manufacturing uses while also providing a new source of tax revenue for the City.

The Santa Fe Springs General Plan envisions the site being used for manufacturing and industrial purposes consistent with the surrounding area. The granting of the variance request is consistent with the City's General Plan.

Letter received from DGS

The Planning Commission should note that since staff was aware of the CHP's intent to occupy the adjoining property to the south, we made sure to consult with the CHP during our review of the Conditional Use Permit. As a result, staff did receive a formal letter from the State Department of General Services (DGS) raising several concerns with the proposed batch plant use (see provided attachment). The State brought up concerns with security, structural safety, transportation and circulation, air quality, and noise. Although the concerns raised were not based on factual evidence or data, staff did take the State's concerns into consideration and feel that we have adequately addressed them through the required conditions of approval.

CONDITIONS OF APPROVAL:**ENGINEERING / PUBLIC WORKS DEPARTMENT:**

(Contact: Rafael O. Casillas 562-868-0511 x7543)

1. That the applicant shall pay a flat fee of \$ 18,000.00 to reconstruct/resurface the existing street frontage to centerline for Shoemaker Avenue. Alternatively, this fee is waived if the applicant constructs street improvements to the cul-de-sac as approved by the City Engineer.
2. Parkway improvements shall be constructed to the City standards in accordance with plans prepared by the applicant and approved by the City Engineer. Parkway improvements shall include driveway approaches, curb and gutter on Shoemaker Avenue and removal of curb depression and driveway approach on Greenleaf Avenue. Provide soils report information for the driveway entrance locations.
3. 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.
4. That adequate "on-site" parking shall be provided per City requirements, and all streets abutting the development shall be posted "No Stopping Any Time." The City will install the offsite signs and the applicant shall pay the actual cost of sign installation.
5. The existing overhead high-voltage power lines can remain in place in place. The applicant shall be pay for all cost associated with the installation of all new underground utilities to the building/structures on site.

6. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with City specifications in Shoemaker Avenue and Greenleaf Avenue. Storm drain plans shall be approved by the City Engineer.
7. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer.
8. 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.
9. That the applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.
10. The applicant shall have an overall site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.
11. That all point of access to the proposed development shall be reviewed and approved by the City Engineer. Left turns may be prohibited as designated by the City Engineer.
12. Parcels (8011-001-053 and 8011-005-011) shall be consolidated into one parcel per the Subdivision Map Act guidelines.
13. Final parcel map checking of \$4,757 plus \$285 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
14. 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.

15. That 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 applicant shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements.
16. That the applicant shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
17. That a grading plan shall be submitted for drainage approval to the City Engineer. The applicant shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.
18. 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.
19. 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 2004 or higher) to the office of the City Engineer.
20. 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.
21. 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 562-868-0511 x3701)

22. 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.
23. That the applicant shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study, in accordance with Ordinance No. 955, prior to issuance of building permits.
 - a. To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations, must be sealed with an appropriate material. In addition, underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC), replete with a seal-off device normally required for classified electrical installations, so as to prevent the travel of combustible methane gas into the structure through conduit runs.
24. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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)

30. Permits and approvals. That the applicant shall, at its own expense, secure or cause to be secured any and all permits or other approvals which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.
31. That the 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.
32. 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.
33. That the applicant shall complete and submit the Chemical Hazard Classification & Occupancy Rating package to the EPD prior to storing new or increasing existing amounts of hazardous materials on the property. The building occupancy rating, based on the information provided, will be designated by the Building Department.

POLICE SERVICES DEPARTMENT:
(Contact: Phillip De Rousse at 562.409-1850 x3319)

34. That the applicant shall submit and obtain approval of a proposed lighting and security plan for the property from the City's Department of Police Services. The lighting plan shall be designed to provide adequate lighting 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 lighting and security plans shall be submitted to the Director of Police Services prior to commencement of activities relating to subject batch plant use.

35. 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.
36. 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 applicant'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.
37. 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)

38. That the applicant shall, upon approval of the Santa Fe Springs City Council, obtain a Recyclable Materials Dealer Permit through the Police Services Center. Permit shall be valid for a period of one year. Applicant shall renew said permit on an annual basis through the Police Services Center. Please contact Phillip De Rousse, Management Assistant, at (562) 409-1850 for said application.
39. That the applicant shall not knowingly transport loads containing more than 10% residue.
40. That the applicant shall maintain a log of origin of all materials collected by content and by weight from within the City of Santa Fe Springs and track their point of destination. Logs shall indicate any fees for collection and/or

processing of materials. Logs shall be submitted to the Waste Management Division on a monthly basis using forms provided by the Environmental Program Coordinator. Any fee charged under this section shall be subject to the fees specified under § 50.22. In addition, any recyclable materials dealer engaging in fee-for-service hauling shall also be subject to the reports, remittances, books and records, audits, and penalties specified under § 50.24. (Ord. 892, passed 4-22-99) Penalty, see § 10.97

41. That the applicant shall maintain a log of all materials that have a point of origin in Santa Fe Springs that are subsequently disposed at a landfill. Logs shall be submitted to the Waste Management Division on a monthly basis using forms referenced in condition #40.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Cuong Nguyen at 562.868-0511 x7359)

42. That the applicant shall ensure that the Sales Tax Registration/Permit Number issued by the State Board of Equalization includes the prefix designation "SR" in the 8 digit Permit Number (example, "SR 12-345678"). The applicant shall submit to the City a copy of Sales Tax Permit issued by the Board of Equalization prior to the establishment of operations on the site. Further, that full and strict compliance with this condition is a requirement of this Permit and any failure to comply or any change to this requirement shall constitute non-compliance and may be grounds for revocation of the privileges granted herein.
43. That the proposed cement batch plant operation shall otherwise be developed substantially in accordance with the plot plan submitted by the applicant and on file with the case.
44. That the applicant shall provide actual elevations and equipment height measurements for all proposed equipment within the set of plans submitted for Building plan check.
45. That the batch plant equipment and silos shall be limited to a maximum overall height of 55' feet.
46. a. That, prior to California Highway Patrol occupancy of the adjoining property to the south, the applicant shall provide a visual/security buffer along the shared (southerly) property line. Said visual buffer shall be to a height necessary to obstruct a line of sight view into the CHP property. Additionally, the final design of this buffer shall be subject to a Development Plan Approval (DPA).

- b. That, upon confirmation that the California Highway Patrol no longer intends to occupy the adjoining property to the south, the applicant agrees to remove the temporary 14 foot high chain link fence with slats and replace with a new 14 foot high split face concrete block wall. Said block wall shall be constructed along the Greenleaf Avenue frontage and the southerly property line.
47. That the applicant shall provide a 5' foot wide landscape buffer along the northerly and easterly property lines to help buffer sounds from the batch plant use. Said landscape buffer shall consists of evergreen trees planted 6' on center (O.C.)
48. That the applicant understands that the location of the screen wall and width of the landscape setback along is subject to the approval of a Zone Variance (ZV # 74) from the Planning Commission.
49. That all future expansion or modification of the batch plant use shall first be submitted to the Planning Commission for review and approval.
50. That the portable batch plant, if used, shall remain during the construction permitting phase only and a period not to exceed two (2) years. Extension of this two year maximum will require prior written approval from the Director and Planning and Development.
51. That the applicant shall obtain all appropriate permits from the Building Division of the City of Santa Fe Springs for both the temporary portable and/or permanent batch plant equipment and related improvements.
52. That the batch plant equipment and related facilities shall be painted in approved colors (determined by the Director or Planning and Development or his/her designee) and maintained in a state of good appearance and condition at all times.
53. That all times during the conduct of the use, the Applicant shall maintain and keep in effect valid licensing approval from the South Coast Air Quality Management District (SCAQMD), or equivalent agency as provided by law. Should such licensing be denied, expire or lapse at any time in the future, this permit shall become null and void.
54. That the proposed batch plant operation shall comply at all times with the requirements of Section 155.415 of the Zoning regulations regarding performance standards, especially in regards to controlling noise, dust and vibrations.

55. That potential emission from the batch plant operations shall be controlled utilizing the Best Available Control Technology (BACT). This includes but is not limited to the use of baghouse and filter vents to control particulate emissions from storage silos and the cement/fly ash weigh hopper and the use of moisture based dust suppression system to minimize particulate emissions from aggregate transfer points between conveyors and other loading operations.
56. That any motorized loading equipment used in the operation shall be installed with mufflers or any other sound proofing devices which shall control noise so as not to be detrimental to adjoining properties.
57. That the existing driveway on Shoemaker Avenue shall be removed and replaced with curbs and gutter and landscaping.
58. That any area of the subject property utilized for parking, storage or maneuvering of trucks and vehicle access shall be paved. The remaining areas shall be asphalt, course aggregate and/or landscape.
59. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
60. That the applicant shall not allow vehicles associated with the business to queue on Shoemaker Avenue, use street(s) as a staging area, or to backup onto the street from the subject property.
61. That once the permanent plant is installed, the applicant shall not store piles of materials on the subject property. Materials brought onto the site shall be immediately dispensed into the grizzly and thereafter kept in the aggregate storage bins.
62. That the applicant and/or their employees shall maintain a street monitoring and clean-up program for immediate and ongoing clean-up of any trash, gravel, dirt, mud or other material spilled upon the parking lot or any adjacent public street by vehicles entering or exiting the subject site.
63. That the applicant shall arrange for the plant and yard area to be swept clean of gravel, dirt and debris as necessary.

64. That the use shall be conducted in a manner to prevent dust, dirt, and debris, etc. onto the public right-of-way. If determined by the Department of Planning and Development upon follow-up on a complaint and/or site inspection that the batch plant has failed to control the tracking of dust and debris off-site, a street sweeper shall be required to maintain the public streets free from dust, dirt, and debris related to the use.
65. That the parking or storage of concrete mixing trucks, vehicles, etc. used in connection with the subject use shall be prohibited on adjoining streets.
66. That the proposed batch plant shall typically operate between the hours of 5:00am to 5:00pm, Monday through Saturday. Deviations from these hours shall require prior written notification to the City.
67. That all perimeter lights and other outdoor lighting shall be shown on an electrical plan. Said plan shall be submitted to the Building Division for plan check approval. A copy of the plan shall also be provided to the Planning Department
68. 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.
69. 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.
70. That the applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
71. 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).*

72. 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).*
73. That upon completion of the new landscaping, said landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings.
74. That the Department of Planning and Development shall first review and approve all sign proposals for the use. 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.
75. That no corporate signage shall be permitted on any of the elevated outdoor equipment.
76. That all fences, walls, gates and similar improvements for the proposed use shall be subject to the prior approval of the Fire Department and the Department of Planning and Development.
77. That a sufficient number of approved outdoor trash enclosures shall be provided for the use, subject to the approval of the Director of Planning and Development or designee. The calculation to determine the required storage area is: 1% of the first 20,000 sq ft of floor area + ½% of floor area exceeding 20,000 sq ft, but not less than 4 ½ feet in width nor than 6 feet in height.
78. That the two-story proposed control room shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.

79. That approved suite numbers/letters or address numbers shall be placed on the proposed building/property 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.
80. 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 may be revealed by the environmental remediation described above and 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 applicant's 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.

81. That if there is evidence that conditions of approval have not been fulfilled or the use has or have 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 the use permit 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 use permit.
82. That prior to occupancy of the property/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).
83. 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.***
84. 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.

85. 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.
86. That Conditional Use Permit Case No. 725 shall be subject to a compliance review within one (1) year from the date of approval by the Planning Commission to ensure the batch plant activity is operating in strict compliance with the conditions of approval.
87. That Conditional Use Permit Case No. 725 and Zone Variance Case No. 74, shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the required conditions of approval.
88. That the applicant, Holliday rock Company, 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 Conditional Use Permit Case No. 725 and Zone Variance Case No. 74, 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 applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
89. 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 laps.

Paul R. Ashworth
Director of Planning and Development

Attachments:

1. Location Map - Aerial Photograph
2. Site Plan
3. Photos of Various Equipment and Trucks
4. CUP Application
5. ZV Application
6. Letter from DGS

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Location Map - Aerial Photograph

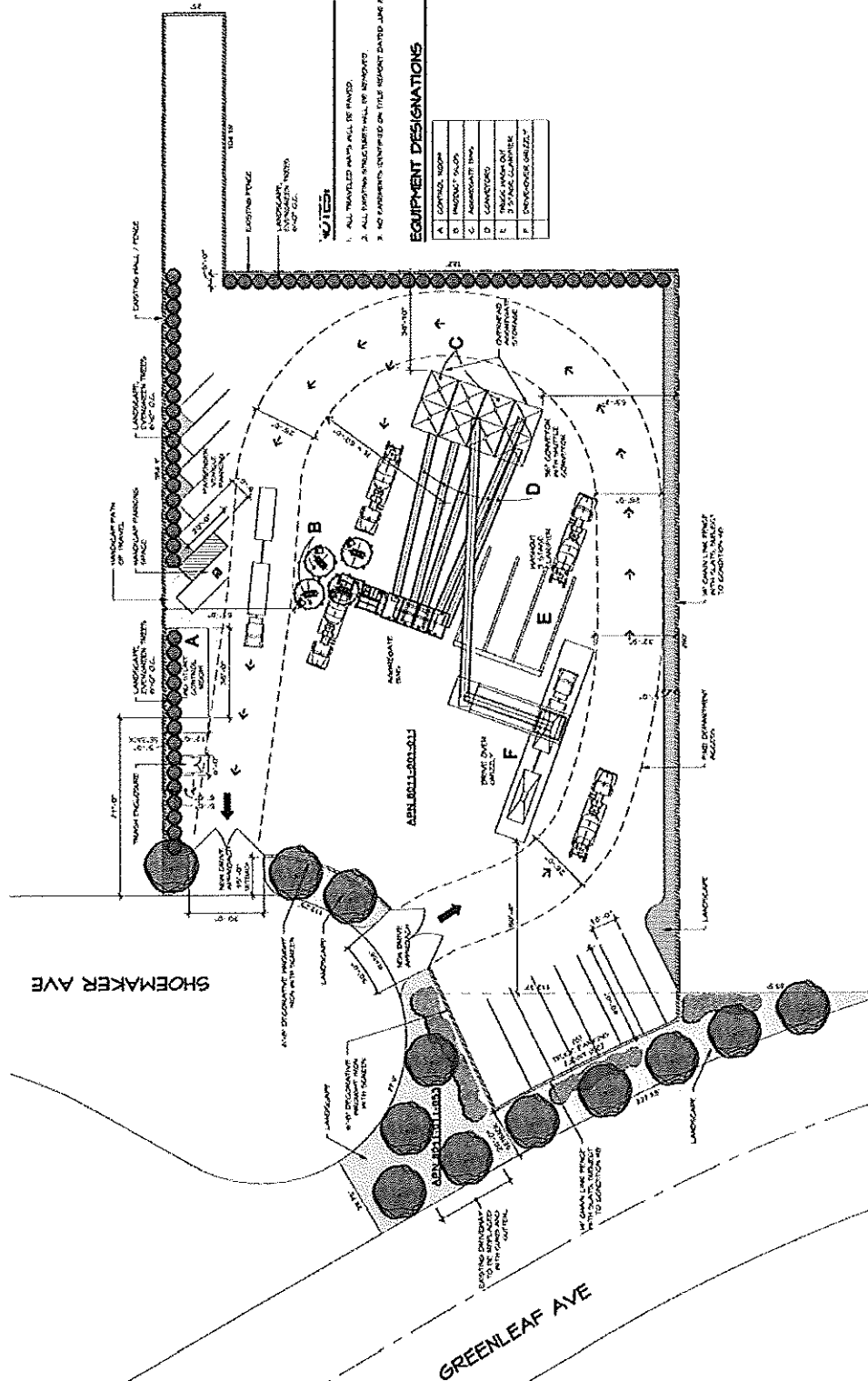


**Conditional Use Permit Case No. 725 and
Zone Variance Case No. 74
Holiday Rock Company**



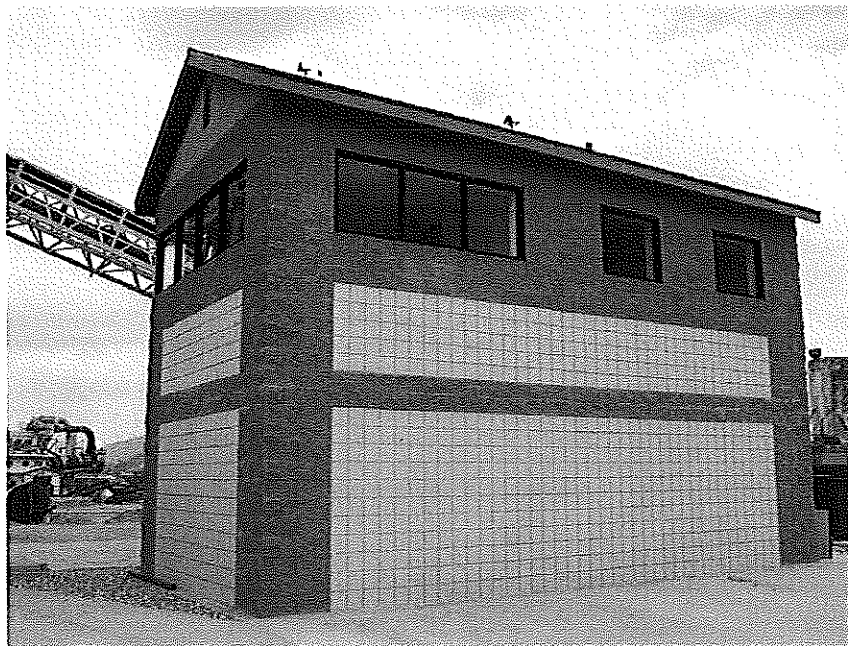
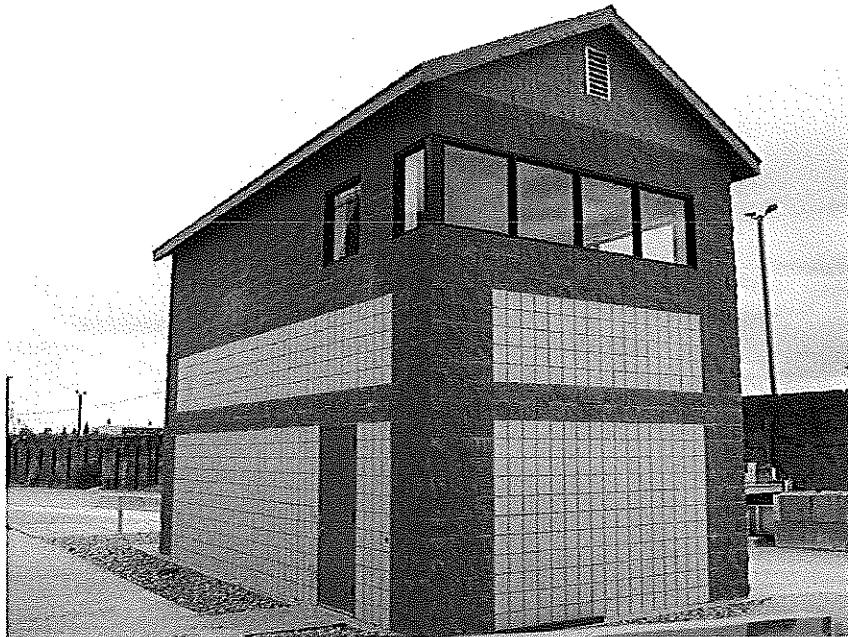
10144 Shoemaker Avenue
(APNs: 8011-001-053 and 8011-005-011)

1. 2.



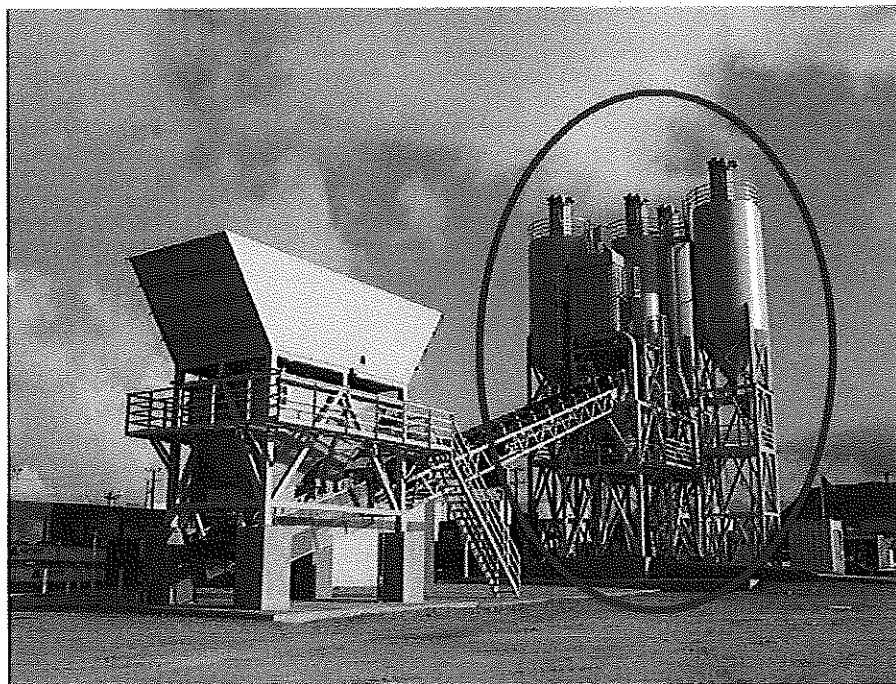
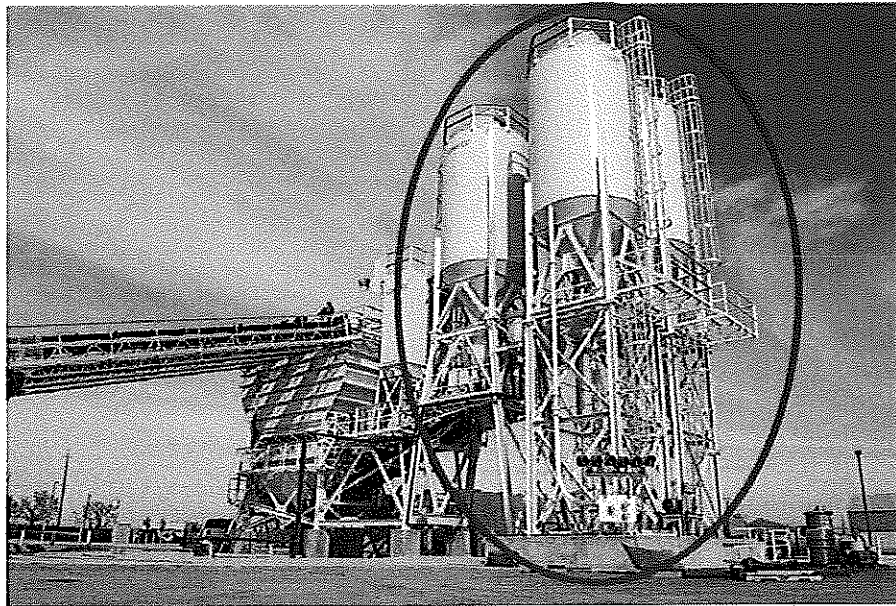
Photos of Various Equipment and Trucks

A - Control Room



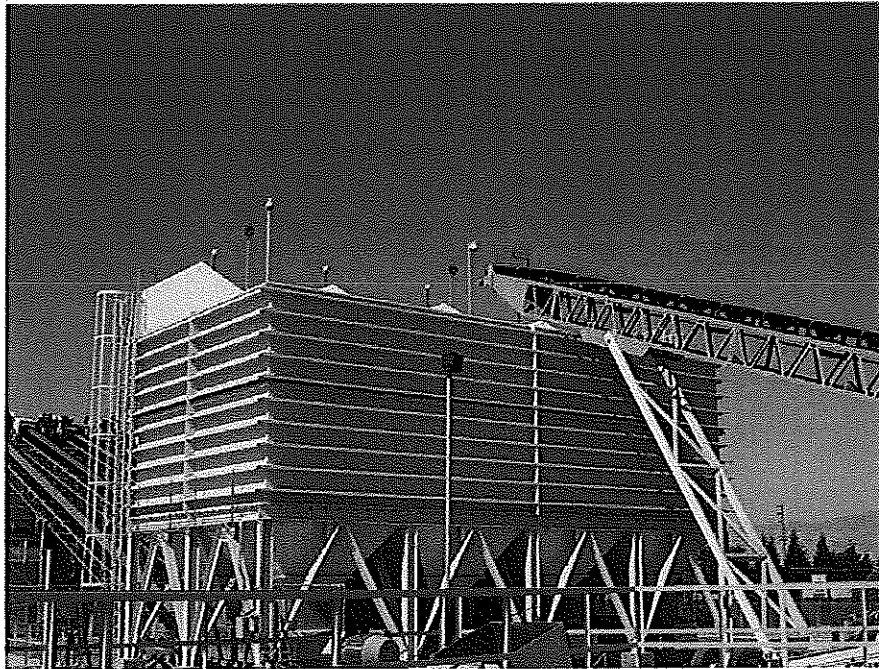
Photos of Various Equipment and Trucks (Cont.)

B - Product Silos

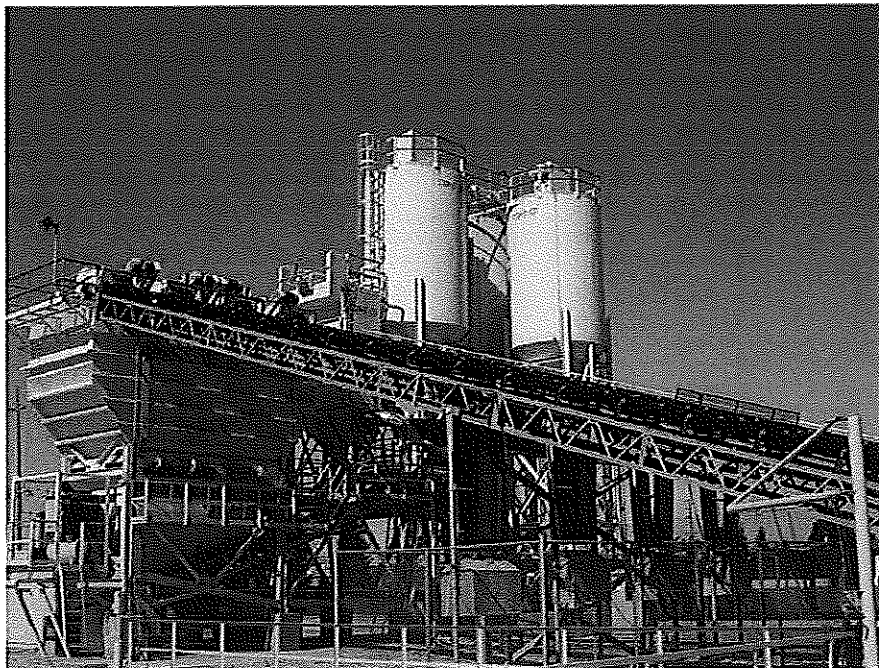


Photos of Various Equipment and Trucks (Cont.)

C - Aggregate Bins

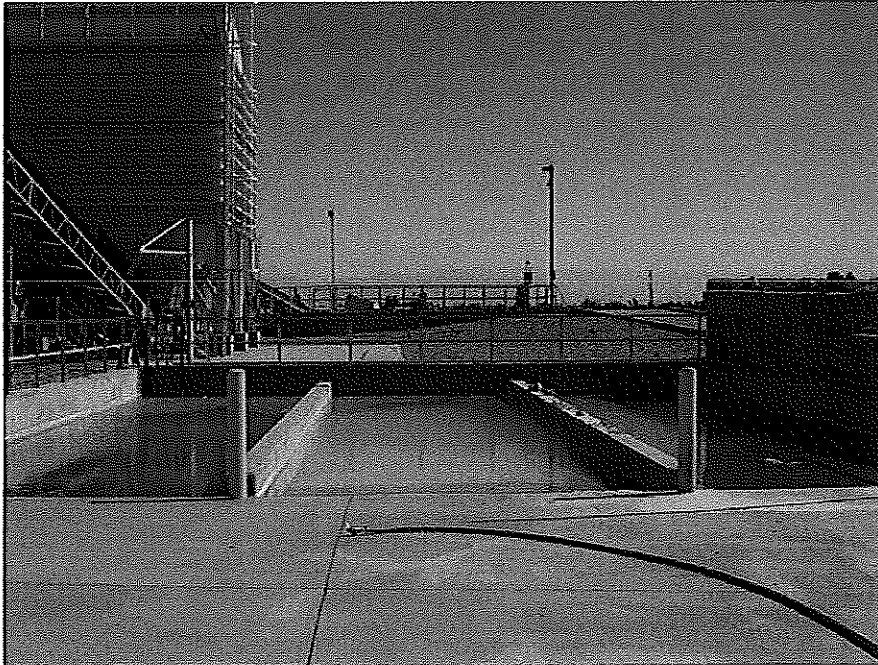


D - Conveyors

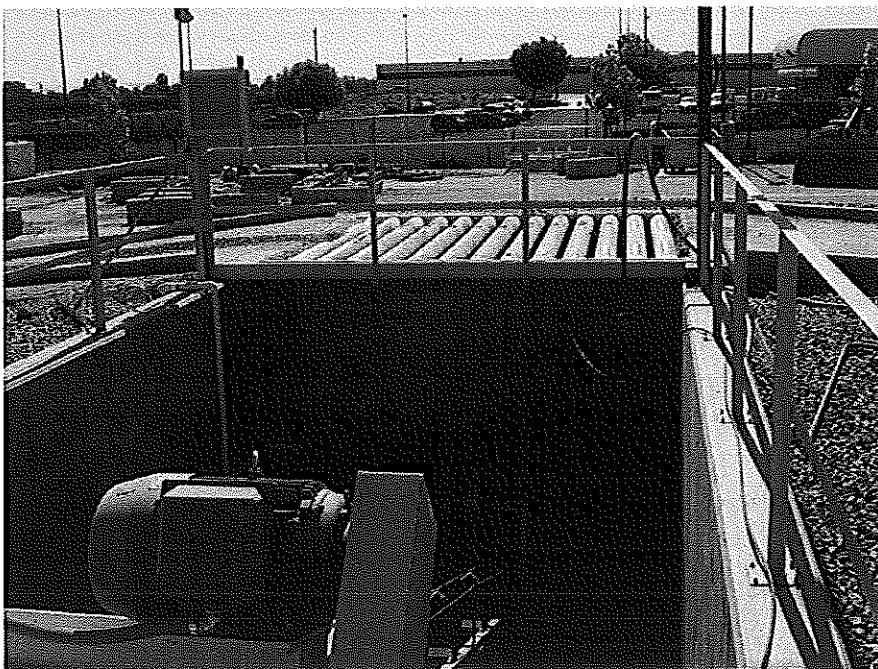


Photos of Various Equipment and Trucks (Cont.)

E - Truck Wash Out



F - Drive-Over Grizzly

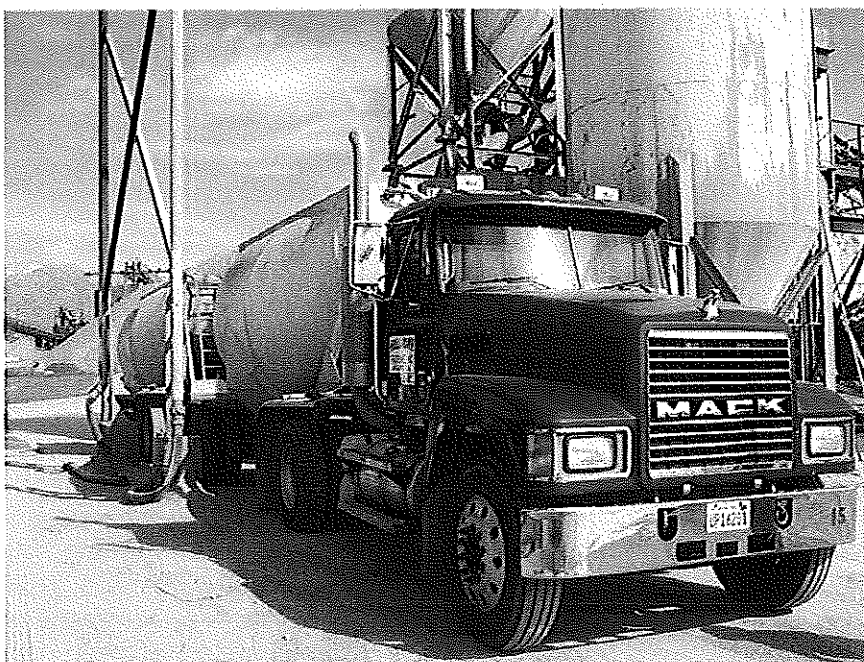


Photos of Various Equipment and Trucks (Cont.)

Mixer Truck



Cement Truck (Pneumatic)



Photos of Various Equipment and Trucks (Cont.)

Bottom Discharge Truck



Conditional Use Permit (CUP) Application



City of Santa Fe Springs

Application for

CONDITIONAL USE PERMIT (CUP)

RECEIVED

JUN 13 2011

Planning Dept.

Application is hereby made by the undersigned for a Conditional Use Permit on the property located at (Provide street address or, if no address, give distance from nearest cross street):

10144 Shoemaker Ave., Santa Fe Springs, CA 90670(Assessor's Parcel Numbers 8011-001-053 and 8011-005-011)

Give the correct legal description of the property involved (include only the portion to be utilized for the Conditional Use Permit. If description is lengthy, attach supplemental sheet if necessary)

*Please see attached.

Record Owner of the property:

Name: Ron & Dorothy BorgensPhone No: 760-240-2930Mailing Address: 11468 Kiowa RoadDate of Purchase:Fax No: 760-240-9620E-mail: pootrucking@aol.com

Is this application being filed by the Record Owner? No

(If filed by anyone other than the Record Owner, written authorization signed by the Owner must be attached to the application.)

Representative authorized by the Record Owner to file this application:

Name: John HollidayPhone No: 909-982-1553Mailing Address: 1401 N. Benson Ave., Upland, CA 91786Fax No: 909-949-6315E-mail: jfhrc@hollidayrock.com

Describe any easements, covenants or deed restrictions controlling the use of the property: An easement for pipeline purposes recorded 5/14/64 in D-2471/670 O.R. and shown as Item 14 in Schedule B.

An easement for the allowance of an oversize building at 10226 Greenleaf Avenue recorded 10/1/78 as inst. no. 5653 and shown as Item 15 in Schedule B is blanket in nature, affecting all of Parcel 7 of Parcel Map 8147.

The Conditional Use Permit is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed):

This application is for a ready mix concrete batch plant and related activities, to include a two-story control room (approx 800sf) and 12-15 parking spaces for mixer trucks and employees. The plant is not expected to exceed 65 feet in height. Additionally, the existing metal building will be removed, a decorative wall will be erected, and the site will be paved. The entrance will also be landscaped so it is aesthetically pleasing. Note: It is also anticipated that a portable ready mix plant (of similar size and location as the proposed permanent plant) may be installed and used on this site during the permitting phase.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Conditional Use Permits."

CUP Application (Cont.)

CUP Application
Page 2 of 3

JUSTIFICATION STATEMENT**ANSWERS TO THE FOLLOWING QUESTIONS MUST BE CLEAR AND COMPLETE. THEY SHOULD JUSTIFY YOUR REQUEST FOR A CONDITIONAL USE PERMIT**

1. Explain why the proposed use is essential or desirable in the location requested.
Holliday Rock Co. desires to expand its business into the Santa Fe Springs area and bring an alternative choice for construction materials while creating new jobs. This will result in additional sales tax revenue for the city of Santa Fe Springs and provide improvements to a property within the redevelopment zone. This includes removal of old structures, addition of a decorative wall, paving, and landscaping. We plan to invest \$5 million to purchase the property and build the plant, and anticipate operating the ready mix business for at least 20-30 years in order to obtain a reasonable return on our investment.
2. Explain why the proposed use will not be detrimental to persons and properties in the vicinity, nor to the welfare of the community in general.
Ready mix concrete operations are of an industrial nature, consistent with other businesses in the area. We will comply with all municipal codes. Construction will be performed using the best available practices and safeguards. Our aim is to improve the value of this property and the general welfare of the community.
3. What steps will be taken to ensure that there will be no harmful noise, dust, odors or other undesirable features that might affect adjoining properties?
Holliday Rock Co. will employ the best available process control technology, including automated material handling, storage and batching. The automated nature of the plant provides inherent dust and noise suppression capabilities. In addition to that, we will provide dust suppression as needed, which typically includes water sprays at transfer points. We will comply with all city regulations and requirements, as well as meet all AQMD standards.
4. Explain why the proposed use will not in the future become a hindrance to quality development or redevelopment of adjoining properties.
This state of the art facility will foster healthy business competition, create new jobs, and generate sales tax revenue for the city. Site improvements will include the removal of old, dilapidated structures and the addition of decorative block walls and landscaping that is aesthetically pleasing and well maintained. We are good neighbors and will provide sufficient on-site parking so that we are not a burden to adjacent businesses.
5. Explain what measures will be taken to ensure that the proposed use will not impose traffic burdens or cause traffic hazards on adjoining streets.
The entrance and exit to the property will be at the end of a cul-de-sac (Shoemaker Ave.) that experiences minimal traffic. Additionally, we will employ traffic flow patterns that do not require backing vehicles onto the site. Holliday Rock Co. will comply with all city requirements and traffic ordinances. We abide by state and federal trucking laws. All material is contained in the plant. We will provide ample on-site staging areas so trucks are not lined up on city streets.
6. If the operator of the requested conditional use will be someone other than the property owner, state name and address of the operator.

N/A

CUP Application (Cont.)CUP 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): *Please See Attached.
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 Conditional Use 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)

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:	<u>CUP 725</u>
DATE FILED:	<u>6/13/11</u>
FILING FEE:	<u>\$3,395.00</u>
RECEIPT NO:	_____
APPLICATION COMPLETE?	

06-13-11 101 9990 CUP 725 00

CUP Application (Cont.)**Legal Description**

10144 Shoemaker Ave., Santa Fe Springs, CA 90670

PARCEL 1 (Part of APN 8011-005-011):

THAT PORTION OF LOT 6 OF TRACT NO. 5326, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF BLOCK 24 BANNISTER'S ADDITION TO SANTA FE SPRINGS, IN SAID CITY, COUNTY OF AND STATE, AS PER MAP RECORDED IN BOOK 23, PAGE 60 OF MISCELLANEOUS RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 423.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE 91.00 FEET, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TELEGRAPH ROAD (FORMERLY KNOWN AS ANAHEIM TELEGRAPH ROAD) AS SHOWN ON SAID MAP OF TRACT NO. 5326 A DISTANCE OF 320.00 FEET, THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE OF 91.00 FEET, THENCE WESTERLY PARALLEL WITH SAID NORTHERLY LINE 320.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2 (Part of APN 8011-005-011):

THAT PORTION OF LOT 6 TRACT NO. 5326, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF BLOCK 24 OF BANNISTER'S ADDITION TO SANTA FE SPRINGS, IN SAID CITY, COUNTRY, AND STATE, AS PER MAP RECORDED IN BOOK 23, PAGE 60 OF MISCELLANEOUS SUBSTANCES, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS A WHOLE AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6, A DISTANCE OF 514.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE 91.00 FEET, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TELEGRAPH ROAD (FORMERLY KNOWN AS ANAHEIM TELEGRAPH ROAD) AS SHOWN ON SAID MAP OF TRACT NO. 5326, A DISTANCE OF 320.00 FEET, THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE 91.00 FEET, THENCE WESTERLY PARALLEL WITH SAID NORTHERLY LINE 320.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3 (Part of APN 8011-005-011):

THAT PORTION OF LOT 6 OF TRACT NO. 5326, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58, PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND TOGETHER WITH THAT PORTION OF BLOCK 24 OF BANNISTER'S ADDITION TO SANTA FE SPRINGS, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 23, PAGE 60 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE ALSO THOSE VACATED STREETS ADJOINING DESCRIBED AS A WHOLE AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY QUARTER OF SAID LOT 6 OF TRACT NO. 5326 THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6 OF TRACT NO. 5326, 827.72 FEET TO SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO HALGER M. DYRR AND KATHERINE A. DYRR, RECORDED APRIL 9, 1956, AS INSTRUMENT NO. 235, OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE ALSO BEING THE TRUE POINT OF BEGINNING, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID DEED TO THE SOUTHEAST CORNER OF SAID DEED, THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID DEED TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 4 IN THE DEED TO MARVIN PITTS AND CECILIA PINN RECORDED NOVEMBER 19, 1984, AS INSTRUMENT NO. 3453, OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE, THENCE WESTERLY ALONG SAID LAST MENTIONED PROLONGATION AND SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF SAID LAST MENTIONED PROLONGATION AND SAID NORTHERLY TO THE NORTHWEST CORNER OF SAID LAST MENTIONED DEED, THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 6 OF TRACT NO. 5326 TO THE TRUE POINT OF BEGINNING.

PARCEL 4 (Part of APN 8011-001-053):

PARCEL 7, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 8147, FILED IN BOOK III, PAGES 22 TO 24, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CUP Application (Cont.)

BORGENS
11468 KIOWA ROAD
APPLE VALLEY, CA 92308
(10144 SHOEMAKER AVE., SANTA FE SPRINGS, CA 90670)
PHONE 760-240-2930 --- FAX 760-240-9620
CELL 310-339-4915
EMAIL - POOTTRUCKING@AOL.COM

Received
JUN 17 2011
Planning Dept.

JUNE 9, 2011

MR PAUL R ASHWORTH
CITY OF SANTA FE SPRINGS
DIRECTOR OF PLANNING AND DEVELOPMENT
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

RE: 10144 SHOEMAKER AVE., SANTA FE SPRINGS
CUP APPLICATION

DEAR PAUL:

AS THE OWNER OF THE ABOVE REFERENCED PROPERTY PLEASE LET
THIS LETTER SERVE AS OUR PERMISSION TO ALLOW HOLLIDAY ROCK
CO. INC. (APPLICANT-BUYER) TO FILE FOR A CONDITIONAL USE
PERMIT AS REQUIRED BY THE CITY OF SANTA FE SPRINGS FOR THEIR
INTENDED USE OF THE PROPERTY.

PLEASE CALL OR EMAIL US WITH ANY QUESTIONS OR REQUIRE ANY
ADDITIONAL INFORMATION.

BEST REGARDS,

Ron Borgens
RON BORGENS
PROPERTY OWNER

Dorothy Borgens
DOROTHY BORGENS
PROPERTY OWNER

* See Attached for Notary.

CUP Application (Cont.)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San BernardinoOn June 14th 2011 before me, T. Kadowaki, Notary Public
(Here insert name and title of the officer)personally appeared Ron Borgens and Dorothy J. Borgens

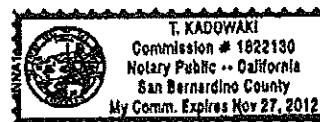
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Zone Variance (ZV) Application



City of Santa Fe Springs

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

APPLICATION FOR VARIANCE

Application is hereby made by the undersigned for a Variance to certain requirements of the Zoning Ordinance as they apply to the property located at (Give street address, or if no address, give distance from nearest cross street):

10144 Shoemaker Ave., Santa Fe Springs, CA 90670

Assessor's Parcel Numbers 8011-001-053 and 8011-005-011

The correct legal description of the property involved (Include only the portion proposed to be utilized for the Variance. If description is lengthy, attach a supplemental sheet):

* Please see attached

Record Owner of the Property:

Name: Ron and Dorothy Borgens Phone: 760-240-2930

Mailing address: 11468 Kiowa Road, Apple Valley, CA 92308

Date of purchase: _____

Representative authorized by the Record Owner to file this application:

Name: John Holliday Phone: 909-982-1553

Mailing address: 1401 N. Benson Ave., Upland, CA 91786

Date of purchase: _____

Describe any easements, covenants or deed restrictions controlling the use of the property:

Easement for pipeline recorded 5/14/64 in D-2471/670 o.r., item 14 schedule B
Easement for oversized building at 10226 Greenleaf Ave recorded 10/1/76, #5653,
item 15 schedule B affecting parcel 7 of Parcel Map 8147

The Variance is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed.): Ready mix concrete plant.

Variance requested to maximize on site space for truck traffic and parking.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form "Information on Variances"

Revised 4/03

ZV Application (Cont.)

ANSWERS TO THE FOLLOWING QUESTIONS MUST BE CLEAR AND COMPLETE. EXPLAIN IN DETAIL HOW YOUR REQUEST CONFORMS TO THE FOLLOWING REQUIREMENTS. THE ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A VARIANCE.

1. Explain any special circumstances or conditions which apply to the land or the use involved in this application which do not apply generally to other land or uses in the same vicinity and the same zone.

Potential limited periods of high volume truck traffic entering and exiting property.

2. Explain why a Variance is necessary to maintain the same substantial property rights possessed by other property owners in the same vicinity and the same zone. (If your property can reasonably be developed and devoted to uses permitted in the existing zone, you are probably not being deprived of a substantial property right.)

A variance to set back requirements is requested as follows:

- variance of 5 feet on Shoemaker (15 foot set back)
- variance of 10 feet on Greenleaf (20 foot set back)

Variance is requested to maximize usable space inside fenced area to provide room for trucks entering and exiting property to prevent overflow.

3. Demonstrate why the Variance requested will not be detrimental to other persons or properties in the same area, nor adversely affect the public welfare or the community in general.

Although we are requesting a variance to landscape set back requirements, this is consistent with other properties in the area. Additionally, we are still meeting the 25 square foot per lineal foot of frontage per city code.

4. Will the Variance requested adversely affect the General Plan of the City of Santa Fe Springs?

No

ZV Application (Cont.)

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

Name (please print): _____

Mailing Address: _____

Phone: _____

Signature: _____

Name (please print): _____

Mailing Address: _____

Phone: _____

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 Variance, and I hereby certify under penalty of law that the
foregoing statements and all statements, maps, plans, drawings and other data attached to 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)

Subscribed and sworn to me this _____
day of _____, 20 _____.

Notary Public

Or

City Clerk
City of Santa Fe Springs

FOR DEPARTMENT USE ONLY

CASE NO: 25 74

DATE FILED: 7/28/11

FILING FEE: \$2,240.00

RECEIPT NO: _____

APPLICATION COMPLETE? YES

08-02-11 1CL6313

CHECK 2240.00

Letter from DGS

Page 1 of 2

7/22/2011



M E M O R A N D U M

Date: July 22, 2011

To: Paul Ashworth, Director of Planning and Development
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

From: Department of General Services
Real Estate Services Division
707 Third Street, 3rd Floor, MS 502
West Sacramento, CA 95605

Subject: Request for Conditions – CUP (Holiday Rock Company)

Mr. Ashworth,

The State of California has been notified that Holiday Rock Company requested a Conditional Use Permit (CUP) to construct and operate a concrete batch plant at 10144 Shoemaker Avenue. The State understands there will be a public hearing regarding the CUP on August 21, 2011. We are greatly concerned by this request, as the State is planning to construct a California Highway Patrol (CHP) area office on the now vacant lots immediately adjacent to this property (APN 8011-005-034 and APN 8011-005-013).

The State requested a copy of the Program Environmental Impact Report (PEIR), under which this CUP falls, and will review the PEIR to see if it contemplated all the environmental impacts which may be imposed by a batch plant, and to confirm compliance with any required mitigation measures.

The CHP area office will be an Essential Services (ESA) facility (as defined by the 2011 CBC, Table 1602) and can not tolerate disruptions to operations as may be caused by an adjacent batch plant. Specifically, the State has the following concerns:

1. Security: The height of equipment (65') will allow for a firing line of sight into the CHP's yard, thus endangering the lives of CHP officers.
2. Structural Safety: Any structures, such as sound walls, etc., constructed immediately adjacent to the CHP property line, should be constructed to ESA standards. If not, such structures could fail and impact the essential services provided by the CHP facility.
3. Transportation and Circulation:
 - a. The increase in heavy vehicle traffic may result in traffic delays and congestion.
 - b. The volume aggregate trucks may cause an increase of rocks in the roadways which could damage CHP vehicles.
4. Air Quality:
 - a. Particulate matter (cement and aggregate dust) from the batch plant will undoubtedly become airborne. This fugitive dust will require increased maintenance of CHP's vehicles and facility.

Letter from DGS (Cont.)

Page 2 of 2

7/22/2011

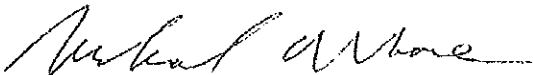
- b. Toxic Air Contaminant: Cement dust also poses the following potential health risks to CHP's employees:
- i. Eye Contact: Exposure to airborne dust may cause immediate or delayed irritation or inflammation
 - ii. Skin Contact: Exposure to dry portland cement may cause drying of the skin with consequent mild irritation or more significant effects attributable to aggravation of other conditions. Dry portland cement contacting wet skin or exposure to moist or wet portland cement may cause more severe skin effects including thickening, cracking or fissuring of the skin. Prolonged exposure can cause severe skin damage in the form of (caustic) chemical burns. Some individuals may exhibit an allergic response.
 - iii. Inhalation: Portland cement may contain trace amounts (<0.1%) of free crystalline silica. Prolonged exposure to respirable free crystalline silica may aggravate other lung conditions. It also may cause delayed lung injury including silicosis, a disabling and potentially fatal lung disease. Exposure to portland cement may cause irritation to the moist mucous membranes of the nose, throat, and upper respiratory system. It may also leave unpleasant deposits in the nose.
5. Noise:
- a. The increase in heavy vehicle traffic may result in noise impacts.
 - b. The Batch plant operations and equipment may result in noise impacts.

As previously requested, please forward a copy of the PEIR to the above address as soon as possible. In addition, please confirm the date, time and location of the public hearing for the CUP.

Please consider the State's concerns in reviewing Holiday Rock Company's request for granting a CUP. The State hopes a conclusion satisfactory to the State will be reached in this matter.

If you have any questions, please do not hesitate to contact me.

Thank you.



Michael A. Moore, Project Director II
DGS/RESO/PMB
(916) 376-1685
Mike.moore@dgs.ca.gov

Cc: Erik Knudsen, CHP
Shirley Bramham, CHP
Joel Griffith, RESO/PMB
Eric Delapa, RESO/PSB



City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Resolution No. 9346 – Approval of Facilities Renovation and Repair Funds Awarded by the California Department of Education

RECOMMENDATION

That the City Council approve Resolution No. 9346 authorizing approval of Contract No. CRPM-1024 with the State Department of Education for the purpose of child care and development renovation and repair projects to maintain compliance.

BACKGROUND

Submitted for your approval is a Facilities Renovation and Repair Contract with the California State Department of Education to fund repair and renovation projects to maintain compliance with State health and safety requirements for the Child Care & Development Program. The total amount awarded, pursuant to the agreement shall not exceed \$19,140. Expenditures must take place between July 1, 2011 and June 30, 2014.

These funds will be used towards various repairs at the Family Center which will include replacement of cracked and damaged flooring, refurbishing splintered and worn cabinetry, and patching and painting of interior walls. These repairs are necessary in order to maintain health and safety requirements and have been identified by Public Works as needing immediate attention.

Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9346

State Department of Education Contract No. CRPM - 1024

RESOLUTION NO. 9346

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
AUTHORIZING APPROVAL OF LOCAL AGREEMENT
WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR THE PURPOSE OF CHILD CARE AND DEVELOPMENT, RENOVATION
AND REPAIR PROJECTS TO MAINTAIN COMPLIANCE.**

BE IT RESOLVED that the City Council of the City of Santa Fe Springs certify as to the approval of local agreement with the California State Department of Education for the purpose of child care and development, renovation and repair projects to maintain compliance. Expenditures must take place between July 1, 2011 and June 30, 2014.

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorize approval of Contract No. CRPM - 1024 and authorize the Director of the Family & Human Services, Maricela Balderas, to sign the agreement.

PASSED AND ADOPTED THIS 29TH day of September, 2011.

MAYOR

ATTEST:

DEPUTY CITY CLERK



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS,
CHILD DEVELOPMENT PROGRAMS

Subject: 2011-12 THRU 2013-14 CHILD DEVELOPMENT CONTRACT/AMENDMENT

**DO NOT REMOVE ANY PAGES STAPLED TO
THE CONTRACT FACESHEET**

1. ☒ Submitted for your approval are two (2) copies of the 2011-12 thru 2013-14 contract/amendment. **The person signing this contract must be the Executive Director, Superintendent, or authorized designee.** If the authorized designee signs, please submit appropriate delegation to sign. **Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES** of the contract/amendment to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2011-12 THRU 2013-14 PROGRAM REQUIREMENTS are available on the Internet at: <http://www.cde.ca.gov/fg/aa/cd/index.asp>.
2. ☒ CCC-307, Contractor Certification Clauses
3. ☒ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Bettina Gray 916-445-3844 or e-mail to bgray@cde.ca.gov.
4. ☐ **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form CO.8 (Rev. 5/07)** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.
5. ☐ Enclosed for your records is one fully executed copy of the contract.

Sincerely,

Doris Morris, Staff Services Manager I
Fiscal and Administrative Services Division
Contracts, Purchasing and Conference Services
916-322-3050

PLEASE RETURN ALL COPIES TO:
California Department of Education
**ATTENTION: Contracts, Purchasing and
Conferencing Services**
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

DM:bg
Enclosures



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2011

2011-12 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECKLIST

A complete contract package will consist of the items identified below.

Complete this checklist to confirm the items in your contract package. Place a check mark or "X" next to each item that you are submitting to the State. For your contract package to be complete, all required attachments/documents listed below must be submitted and included with your contract package. This checklist should also be returned with your contract package.

Attachment Name/Description

- ☐ Two (2) Original Signed Child Care Contracts
- ☐ Contractor Certification Clauses (CCC-307)
- ☐ Federal Certification CO.8 (Rev. 5/07), if applicable
- ☐ Resolution, if applicable

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11-12 thru 13-14

DATE: July 01, 2011

CONTRACT NUMBER: CRPM-1024

PROGRAM TYPE: FACILITIES RENOVATION
AND REPAIR

PROJECT NUMBER: 19-2194-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) for State Contracts which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2011 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$19,140.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2011 through June 30, 2012 shall be included in their 2011-12 audit. Expenditures for the period July 1, 2012 through June 30, 2013 shall be included in the 2012-13 audit. Expenditures for the period July 1, 2013 through June 30, 2014 shall be included in the 2013-14 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,140	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Special/CCFRF		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) EDIT 24861-2194				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,140	ITEM 30.10. 6110-702-0620	CHAPTER 299/97	STATUTE 2011	FISCAL YEAR 2011-2012	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Sec. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

FY 2011-12 Facilities Renovation and Repair Exhibit B
Service Location(s)

Applicant	County	Vendor	Site Name
City of Santa Fe Springs	Los Angeles	2194	Family Center

Tuesday, June 14, 2011

COPY

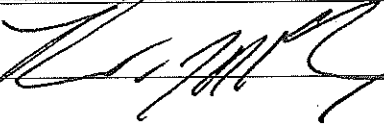
California Department of Education
Child Development Division
March 2011

FY 2011-12 FRR Application
Page 1 of 9

This shaded section is for CDD Use Only		
Notification	County Code	Log Number
FY 2011-12 FRR	19	62

Exhibit C

Fiscal Year 2011-12 Facilities Renovation and Repair Application

Return to: FY 2011-12 FRR Application Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814-5901	Submit one (1) original and three (3) copies of the completed Application by May 6, 2011, 5 p.m.
A. California Department of Education Contractor Information	
Contractor's Legal Name	City of Santa Fe Springs
Vendor Number	2194
Headquarters' Mailing Address	11710 Telegraph Rd
City, State, ZIP Code	Santa Fe Springs CA 90670
County Name	Los Angeles
Mr./Ms./Dr./Supt. or other Title	City Manager
Executive Officer's Name	Thaddeus McCormack
Executive Officer's Telephone Number	562 868 0511
Executive Officer's E-mail Address	thaddeusmccormack@santafesprings.org
Contact Person's Name	Judi Smith
Contact Person's Telephone Number	562 944 6419
Contact Person's E-mail Address	judismith@santafesprings.org
B. Certification	
By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to, Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.	
C. Signature of Authorized Official (Use Blue Ink)	
Signature	 Title City Manager
Printed Name	Date Thaddeus McCormack 5-4-11

D. Qualifying Contract Types (check all that apply)		
<input checked="" type="checkbox"/> California State Preschool Program (CSPP) <input type="checkbox"/> General Child Care and Development (CCTR) <input type="checkbox"/> Migrant Child Care and Development (CMIG) <input type="checkbox"/> Child Care and Development Services for Children with Exceptional Needs (CHAN)		
E. Maximum Award Amount		
Total Combined Maximum Reimbursable Amount for Qualifying Contract Types	Maximum Award Amount	Select one box only
E1. \$0 to \$999,999	Up to \$20,000	<input checked="" type="checkbox"/>
E2. \$1,000,000 to \$2,499,999	Up to \$50,000	<input type="checkbox"/>
E3. \$2,500,000 to \$4,999,999	Up to \$100,000	<input type="checkbox"/>
E4. \$5,000,000 to \$7,499,999	Up to \$150,000	<input type="checkbox"/>
E5. \$7,500,000 to \$9,999,999	Up to \$200,000	<input type="checkbox"/>
E6. \$10,000,000 and over	Up to \$250,000	<input type="checkbox"/>
F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment		
Enter Grand Total from Form 5, Column D (shall not exceed Maximum Award Amount in Section E above)	\$ 20,000	
This section is for CDD use only: CDD Adjusted Award Amount	\$ 19,140	

Form 3
Project Description and Total Estimated Costs

For Instructions: See FY 2011-12 FRR Instructions, Page 15

Site Number 1 of 1

Note: Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be listed and justified on Form 4.

Contractor Name	City of Santa Fe Springs	Vendor Number	2194
Site Name	Family Center		
Site Address	10349 Heritage Park Dr SFS 90670		

Project Type Codes: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert one of the two codes for each project listed below.

A.	B.	C.	D.	E.
Project Type (A or H)	Project Description (Describe work to be done to facilities only that serve children directly)	Estimated Cost (Round to nearest dollar)	Percentage of Subsidized Enrollment (See Form 2)	Prorated Portion of Total Estimated Costs
H	Replace Kitchen Flooring	\$7500	60	\$4500
H	Replace Child Restroom Flooring (6 restrooms)	\$8500	60	\$5100
H	Refinish Cabinets in 6 classrooms	\$13200	60	\$7920
H	Paint & Patch interior	\$4500 2700	60	\$2700 1620
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B)		\$33700		\$20220
This shaded section is for CDD use only. CDD's Adjusted Amounts		\$ 31,900		\$ 19,140

This shaded section is for CDD use only.		
Total Projects	A	H

☒ **APPROVED**

Form 5
Total Estimated Costs
Summary Worksheet of all Sites

For Instructions: See FY 2011–12 FRR Instructions, Page 16

For each site, multiply Column B times Column C to obtain the Prorated Portion of Total Estimated Costs. Sum Column D to obtain the Contractor's Grand Total.

Contractor Name	City of Santa Fe Springs	Vendor Number	2194
	A.	B.	C.
Site No.	Site Name(s) and Address(es)	Grand Total of Estimated Costs for all Projects for each Site (See Form 3)	*Prorated Portion of Total Estimated Costs
1.	Family Center 10349 Heritage Park Dr SFS 90670	\$33700 31900	60 \$20220 19140
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
Contractor's Grand Total* (Sum: Columns B and D) *Enter the Grand Total of Column D on Application, Section F, Prorated Portion of Total Estimated Costs for Subsidized Enrollment.		\$33700	\$20220
This shaded section is for CDD use only: CDD's Adjusted Grand Total		\$31,900	\$19,140

✓ APPROVED
A

CA Department of Education
July 1, 2011

EXHIBIT D

PROGRAM REQUIREMENTS

for

FACILITIES RENOVATION AND REPAIR PROJECTS (CRPM)

July 1, 2011 – June 30, 2014

**2011-12 through 2013-14
PROGRAM REQUIREMENTS FOR
FACILITIES RENOVATION AND REPAIR PROJECTS**

Facilities Renovation and Repair (FRR) funds must be used to maintain compliance with health and safety requirements established by state licensing regulations and local health and fire departments, to comply with the Americans with Disabilities Act (ADA) of 1990, or to purchase or replace equipment necessary for the health and safety of children enrolled in state-subsidized child care and development programs. These funds must be used for child care facilities serving state-subsidized children only.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and *California Code of Regulations, Title 5, Education* (hereinafter, *Title 5 regulations*) pertaining to Child Development programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable *Title 5* regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

I. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in the mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.
3. For proposed site changes for Prekindergarten and Family Literacy Part and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location; and
 - b. The name and address of the proposed program location; and
 - c. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code (EC) Section 8238.4(a)(2)*. The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The

State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

F. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

G. Conflicts of Interest for Child Care and Development programs

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233–5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California

Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

H. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations, Title 5, Section 4900*)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

I. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

J. Equipment Bidding Requirements

For private agencies, all equipment purchases, exceeding five thousand dollars (\$5,000, including tax) will not be approved unless at least three (3) bids or estimates have been obtained. The contractor shall purchase the goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall maintain adequate documentation of the reason(s) why three bids or estimates could not be obtained (e.g., an emergency situation). Public agencies shall comply with applicable sections of the *Public Contract Code*.

K. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

L. Renovation and Repair

Improvement of sites and adjacent grounds to meet or continue to meet California *Code of Regulations, Title 22, Community Care Licensing Standards* is reimbursable if the improvements do not unnecessarily increase the value of a facility. For private agencies, such proposed work in excess of five thousand dollars (\$5,000, including tax), unless performed by contractor's staff, shall have at least three (3) bids or estimates and shall be awarded to the lowest responsible bidder. If the contractor cannot obtain three (3) bids or estimates, the contractor shall maintain adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained as well as the reasonableness of cost in the absence of competition. Public agencies shall comply with applicable sections of the *Public Contract Code*.

M. Uniform Complaint Procedures (5CCR 4600-4687)

The California *Code of Regulations, Title 5, Section 4610* authorizes the CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite 5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

II. SUBCONTRACTS

A. Subcontracts Excluded from Requirements of this Section

The following types of relationships are not subject to the requirements contained in Section II:

1. Employment agreements
2. Facility rental or lease agreements

3. Payment arrangements with family child care homes and/or providers
4. Medical or dental service agreements
5. Bookkeeping/auditing agreements, except for Section II.B.
6. Food services agreements
7. Janitorial and groundskeeping agreements
8. A subcontract with a public agency
9. Subcontracts with an individual for less than ten thousand dollars (\$10,000),

except for Section II.B. However, no subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.

All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained; and;
2. Maintain documents in its records that establish the reasonableness of the proposed expenditure without three (3) bids or estimates.

C. Prior Child Development Division Approval

Prior to execution of a subcontract and commencement of work, include in their records a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Contractors shall demonstrate that approval of the subcontract is cost effective to the State. For proposed renovation and repair subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

One copy of the subcontract will be retained by the CDD contractor. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDD approval.

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements.

Subcontracts for auditing and/or bookkeeping services shall be rebid and changed every five (5) years unless retention of the same auditor is approved by the CDD.

Subcontracts which increase the contractor's cost of performance are nonreimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

The State does not assume any responsibility for performance of approved subcontracts nor does the State assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.

D. Required Subcontract Provisions

Every subcontract shall specify:

1. The dates within which the subcontractor is to perform the contract. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the State.
2. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
3. The service(s) to be provided under the subcontract.
4. The responsibilities of each party under the subcontract.
5. That the subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers or employees or agents of the State of California.
6. That modifications of the subcontract shall be in writing, and that for subcontracts in excess of the amount stated in the annual child development contract, prior written CDD approval is required unless the subcontract is otherwise exempt from prior CDD approval.
7. That the subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. Remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000)
9. That the State of California retains title to any equipment or supplies purchased with State funds and that the equipment shall be returned to the contractor upon termination of the subcontract.
10. That the subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

11. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in California *Code of Regulations, Title 2, Chapter 5, Section 8107*.

E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the State.
2. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
3. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
4. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.

F. Audit Requirements for Subcontracts

The audit of the subcontract shall be submitted to the CDE along with the contractor's audit.

III. Contractor Responsibilities

Contractors must use the funding described in the Application for FRR funds pursuant to FY 2011–12. The FRR funds are to be used to accomplish deferred or major maintenance facility projects to bring facilities into compliance with the ADA of 1990 and the California *Code of Regulations, Title 22, Division 12* licensing requirements. All FRR funds must be expended to repair or renovate eligible child care center-based sites where contractors have active State-subsidized child care and development programs with center-based service contracts.

A. Use of Funds

ADA Compliance

Repair or renovate a child care facility to increase accessibility for children with disabilities. Examples of eligible ADA repair, renovation, or installation projects include, but are not limited to:

- ADA accessibility signs
- ADA compliant fixed storage equipment (i.e., cabinets, shelves, and/or closets)
- Appropriate access routes
- Children's bathroom, fixtures, or controls
- Door casings or doors impeding

- Elevated wheelchair access platforms
- Fixed or built-in seating or tables
- Parking surface(s) to establish required ADA accessible parking spaces and access aisles in parking areas designated for CDD programs
- Wheelchair access ramps, landings, surfaces, or transfer systems

Health and Safety Compliance

Repair or renovate a child care facility to resolve either of the following:

- Health and safety code violation issued by the Department of Social Services, Community Care Licensing Division; CDE; or local fire or health department
- Health and safety code violation or concerns that were revealed through an contractor's internal, self-assessment program

Examples of Health and Safety approvable repair, renovation, or installation projects include, but are not limited to:

- Air conditioning or heating systems
- Carpet, linoleum, or tile replacement
- Cushioned areas around and under play equipment
- Faulty electrical wiring
- Fencing
- Fire safety code items
- Industrial cleaning of facility
- Interior or exterior portable or permanent storage areas
- Observation windows in infant centers
- Outdated appliance replacement
- Outside surveillance cameras
- Playground areas and equipment
- Repainting building interior or exterior walls
- Safety lighting renovation, installation, or repair
- Shade structures
- Toilets, hand washing, and bathing facilities
- Unsafe sidewalk(s)
- Wallpaper removal or replacement
- Window screens, blinds, or other window coverings
- Windows, doors, or floors

B. Funding Restrictions

Nonreimbursable costs will be determined in accordance with the current fiscal year General Child Care & Development (CCTR) Funding Terms and Conditions, "Nonreimbursable Costs" section (Section V.G.). In addition, FRR funds cannot be used to accomplish any of the following examples of non-approvable costs:

- Bonus payments for early completion of work
- Child care facility construction or purchase
- Contractor claims against the grantee connected costs

- Costs incurred prior to the execution of the Local Agreement for Child Development Services contract
- Existing facility modification to increase licensing capacity or program expansion
- FRR application incurred expenses
- Indirect costs
- Inspections (such as, playground or termite inspections) payments
- Interest charges or payments on bonds or indebtedness required to finance project costs
- Land improvement, purchase, or lease
- Administrative facilities
- Meetings, workshops, trainings, foods, or beverages expenses
- Moving costs associated with projects
- Overhead expenses such as costs for rental/lease of space, utilities, and office supplies
- Personnel costs
- Portable building replacement, relocation, or purchase
- Sewer line(s) extension
- Travel or per diem expenses
- Violation of federal, state, or local laws, ordinances, or regulations incurred fines or penalties

The contractor must comply with their commitments to ensure the facilities benefiting from the use of the funds as described above will be available for, and used to serve, subsidized children in a CDE child care and development funded **program for at least three consecutive years** from the date of project completion.

If the CDE contractor is notified to vacate the site where the funding was expended within three years from the date of project completion, the CDE contractor must provide written notification to the CDE of this condition within 14 calendar days of the property owner's notice to the CDE contractor.

If the contractor voluntarily elects to move the program(s) benefiting from the funds described above to a new site, the CDE will bill the contractor for the portion of the three years the facility is not in use by CDE programs.

The CDE acknowledges that some adjustments to the proposed use of funds may be necessary when the agency finalizes necessary bids for proposed projects. If adjustments to the proposed estimated costs occur which result in a change in the scope of work (e.g., some projects will not be completed because estimated costs were too low), a contract amendment is required before work commences. Contractors must contact the CDE in writing prior to the end of the contract period to request a contract amendment.

C. Reimbursement Costs

Contractors receiving an award of funding are required to comply with the funding calculations described in the FY 2011–12 FRR, including the proration of costs for subsidized and nonsubsidized enrollment. The CDE will bill contractors for any

unauthorized expenditures or expenditures that do not comply with the cost proration calculations.

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

D. Compliance Audits and Reporting Requirements

1. Private contractors (including proprietary entities) that receive \$500,000 or more in total Federal funds are required to have an Organization-Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Audit Guide for Audits of Child Development, Nutrition and Adult Education Programs" (Audit Guide) prepared by CDE's Audits and Investigations Division (AID). Governmental and other public contractors (excluding school districts, county office of education and community college districts) must comply with the requirements of OMB Circular A-133 and CDE's "Audit Guide." All other contractors (excluding school districts, county offices or education and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."
2. These are one-time-only funds and expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on CDFS 9529 form with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. The Report of Expenditures CDFS 9529 form is available online at:
<http://www.cde.ca.gov/fg/aa/cd/index.asp>

Send the completed Report of Expenditures CDFS 9529 form to your assigned Fiscal Analyst at:

California Department of Education
Child Development Fiscal Services
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

If you have questions, please contact Holly Miller, FRR Coordinator, Child Development Division, by phone at 916-323-7195 or by e-mail at cddrfa@cde.ca.gov

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11-12 thru 13-14

DATE: July 01, 2011

CONTRACT NUMBER: CRPM-1024

PROGRAM TYPE: FACILITIES RENOVATION
AND REPAIR

PROJECT NUMBER: 19-2194-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) for State Contracts which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2011 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$19,140.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2011 through June 30, 2012 shall be included in their 2011-12 audit. Expenditures for the period July 1, 2012 through June 30, 2013 shall be included in the 2012-13 audit. Expenditures for the period July 1, 2013 through June 30, 2014 shall be included in the 2013-14 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,140	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Special/CCFRF		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) EDIT 24861-2194				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,140	ITEM 30.10. 6110-702-0620	CHAPTER 299/97	STATUTE 2011	FISCAL YEAR 2011-2012	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Sec. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

FY 2011-12 Facilities Renovation and Repair Exhibit B
Service Location(s)

Applicant	County	Vendor	Site Name
City of Santa Fe Springs	Los Angeles	2194	Family Center

ORIGINAL

RECEIVED
CHILD DEVELOPMENT
DIVISIONCalifornia Department of Education
Child Development Division
March 2011

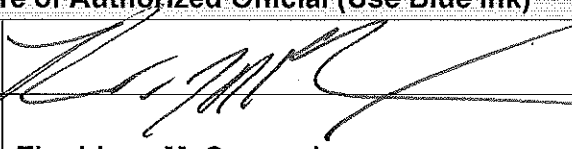
2011 MAY -5 PM 1:23

FY 2011-12 FRR Application
Page 1 of 9

This shaded section is for CDD Use Only		
Notification	County Code	Log Number
FY 2011-12 FRR	19	62

Exhibit C

Fiscal Year 2011-12 Facilities Renovation and Repair Application

Return to: FY 2011-12 FRR Application Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814-5901	Submit one (1) original and three (3) copies of the completed Application by May 6, 2011, 5 p.m.
A. California Department of Education Contractor Information	
Contractor's Legal Name	City of Santa Fe Springs
Vendor Number	2194
Headquarters' Mailing Address	11710 Telegraph Rd
City, State, ZIP Code	Santa Fe Springs CA 90670
County Name	Los Angeles
Mr./Ms./Dr./Supt. or other Title	City Manager
Executive Officer's Name	Thaddeus McCormack
Executive Officer's Telephone Number	562 868 0511
Executive Officer's E-mail Address	thaddeusmccormack@santafesprings.org
Contact Person's Name	Judi Smith
Contact Person's Telephone Number	562 944 6419
Contact Person's E-mail Address	judismith@santafesprings.org
B. Certification	
By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to, Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.	
C. Signature of Authorized Official (Use Blue Ink)	
Signature	 Title City Manager
Printed Name	Date 5-4-11
Thaddeus McCormack	

D. Qualifying Contract Types (check all that apply)		
<input checked="" type="checkbox"/> California State Preschool Program (CSPP)		
<input type="checkbox"/> General Child Care and Development (CCTR)		
<input type="checkbox"/> Migrant Child Care and Development (CMIG)		
<input type="checkbox"/> Child Care and Development Services for Children with Exceptional Needs (CHAN)		
E. Maximum Award Amount		
Total Combined Maximum Reimbursable Amount for Qualifying Contract Types	Maximum Award Amount	Select one box only
E1. \$0 to \$999,999	Up to \$20,000	<input checked="" type="checkbox"/>
E2. \$1,000,000 to \$2,499,999	Up to \$50,000	<input type="checkbox"/>
E3. \$2,500,000 to \$4,999,999	Up to \$100,000	<input type="checkbox"/>
E4. \$5,000,000 to \$7,499,999	Up to \$150,000	<input type="checkbox"/>
E5. \$7,500,000 to \$9,999,999	Up to \$200,000	<input type="checkbox"/>
E6. \$10,000,000 and over	Up to \$250,000	<input type="checkbox"/>
F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment		
Enter Grand Total from Form 5, Column D (shall not exceed Maximum Award Amount in Section E above)	\$ 20,000	
This section is for CDD use only: CDD Adjusted Award Amount	\$ 19,140	

Form 3
Project Description and Total Estimated Costs

For Instructions: See FY 2011-12 FRR Instructions, Page 15

Site Number 1 of 1

Note: Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be listed and justified on Form 4.

Contractor Name	City of Santa Fe Springs	Vendor Number	2194
Site Name	Family Center		
Site Address	10349 Heritage Park Dr SFS 90670		

Project Type Codes: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert one of the two codes for each project listed below.

A.	B.	C.	D.	E.
Project Type (A or H)	Project Description (Describe work to be done to facilities only that serve children directly)	Estimated Cost (Round to nearest dollar)	Percentage of Subsidized Enrollment (See Form 2)	Prorated Portion of Total Estimated Costs
H	Replace Kitchen Flooring	\$7500	60	\$4500
H	Replace Child Restroom Flooring (6 restrooms)	\$8500	60	\$5100
H	Refinish Cabinets in 6 classrooms	\$13200	60	\$7920
H	Paint & Patch interior	\$4500 2700	60	\$2700 1620
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B)		\$33700		\$20220
This shaded section is for CDD use only. CDD's Adjusted Amounts		\$ 31900		\$ 19,140

This shaded section is for CDD use only.		
Total Projects	A	H

 **APPROVED**

Form 5
Total Estimated Costs
Summary Worksheet of all Sites

For Instructions: See FY 2011-12 FRR Instructions, Page 16

For each site, multiply Column B times Column C to obtain the Prorated Portion of Total Estimated Costs. Sum Column D to obtain the Contractor's Grand Total.

Contractor Name		City of Santa Fe Springs		Vendor Number	2194
	A.	B.	C.	D.	
Site No.	Site Name(s) and Address(es)	Grand Total of Estimated Costs for all Projects for each Site (See Form 3)	Percent of Subsidized Enrollment (See Form 2)	*Prorated Portion of Total Estimated Costs	
1.	Family Center 10349 Heritage Park Dr SFS 90670	\$33700 31900	60	\$20220	
2.		\$		\$	
3.		\$		\$	
4.		\$		\$	
5.		\$		\$	
6.		\$		\$	
7.		\$		\$	
8.		\$		\$	
9.		\$		\$	
10.		\$		\$	
Contractor's Grand Total* (Sum: Columns B and D)					
*Enter the Grand Total of Column D on Application, Section F, Prorated Portion of Total Estimated Costs for Subsidized Enrollment.		\$33700		\$20220	
This shaded section is for CDD use only: CDD's Adjusted Grand Total		\$ 31,900		\$ 19,140	

19140

APPROVED

CA Department of Education
July 1, 2011

EXHIBIT D

PROGRAM REQUIREMENTS

for

***FACILITIES RENOVATION AND REPAIR
PROJECTS
(CRPM)***

July 1, 2011 – June 30, 2014

**2011–12 through 2013–14
PROGRAM REQUIREMENTS FOR
FACILITIES RENOVATION AND REPAIR PROJECTS**

Facilities Renovation and Repair (FRR) funds must be used to maintain compliance with health and safety requirements established by state licensing regulations and local health and fire departments, to comply with the Americans with Disabilities Act (ADA) of 1990, or to purchase or replace equipment necessary for the health and safety of children enrolled in state-subsidized child care and development programs. These funds must be used for child care facilities serving state-subsidized children only.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and *California Code of Regulations, Title 5, Education* (hereinafter, *Title 5* regulations) pertaining to Child Development programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable *Title 5* regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

I. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in the mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.
3. For proposed site changes for Prekindergarten and Family Literacy Part and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location; and
 - b. The name and address of the proposed program location; and
 - c. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code (EC) Section 8238.4(a)(2)*. The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. **Executive Officer**

2. **Program Director**

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The

State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

F. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

G. Conflicts of Interest for Child Care and Development programs

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233–5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California

Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

H. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations, Title 5, Section 4900*).

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

I. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

J. Equipment Bidding Requirements

For private agencies, all equipment purchases, exceeding five thousand dollars (\$5,000, including tax) will not be approved unless at least three (3) bids or estimates have been obtained. The contractor shall purchase the goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall maintain adequate documentation of the reason(s) why three bids or estimates could not be obtained (e.g., an emergency situation). Public agencies shall comply with applicable sections of the *Public Contract Code*.

K. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

L. Renovation and Repair

Improvement of sites and adjacent grounds to meet or continue to meet California *Code of Regulations, Title 22, Community Care Licensing Standards* is reimbursable if the improvements do not unnecessarily increase the value of a facility. For private agencies, such proposed work in excess of five thousand dollars (\$5,000, including tax), unless performed by contractor's staff, shall have at least three (3) bids or estimates and shall be awarded to the lowest responsible bidder. If the contractor cannot obtain three (3) bids or estimates, the contractor shall maintain adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained as well as the reasonableness of cost in the absence of competition. Public agencies shall comply with applicable sections of the *Public Contract Code*.

M. Uniform Complaint Procedures (5CCR 4600-4687)

The California *Code of Regulations, Title 5, Section 4610* authorizes the CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite 5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

II. SUBCONTRACTS

A. Subcontracts Excluded from Requirements of this Section

The following types of relationships are not subject to the requirements contained in Section II:

1. Employment agreements
2. Facility rental or lease agreements

3. Payment arrangements with family child care homes and/or providers
4. Medical or dental service agreements
5. Bookkeeping/auditing agreements, except for Section II.B.
6. Food services agreements
7. Janitorial and groundskeeping agreements
8. A subcontract with a public agency
9. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except for Section II.B.

However, no subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.

All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained, and;
2. Maintain documents in its records that establish the reasonableness of the proposed expenditure without three (3) bids or estimates.

C. Prior Child Development Division Approval

Prior to execution of a subcontract and commencement of work, include in their records a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Contractors shall demonstrate that approval of the subcontract is cost effective to the State. For proposed renovation and repair subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

One copy of the subcontract will be retained by the CDD contractor. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDD approval.

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements.

Subcontracts for auditing and/or bookkeeping services shall be rebid and changed every five (5) years unless retention of the same auditor is approved by the CDD.

Subcontracts which increase the contractor's cost of performance are nonreimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

The State does not assume any responsibility for performance of approved subcontracts nor does the State assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.

D. Required Subcontract Provisions

Every subcontract shall specify:

1. The dates within which the subcontractor is to perform the contract. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the State.
2. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
3. The service(s) to be provided under the subcontract.
4. The responsibilities of each party under the subcontract.
5. That the subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers or employees or agents of the State of California.
6. That modifications of the subcontract shall be in writing, and that for subcontracts in excess of the amount stated in the annual child development contract, prior written CDD approval is required unless the subcontract is otherwise exempt from prior CDD approval.
7. That the subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. Remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000)
9. That the State of California retains title to any equipment or supplies purchased with State funds and that the equipment shall be returned to the contractor upon termination of the subcontract.
10. That the subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

11. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in California *Code of Regulations, Title 2, Chapter 5, Section 8107*.

E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the State.
2. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
3. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
4. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.

F. Audit Requirements for Subcontracts

The audit of the subcontract shall be submitted to the CDE along with the contractor's audit.

III. Contractor Responsibilities

Contractors must use the funding described in the Application for FRR funds pursuant to FY 2011–12. The FRR funds are to be used to accomplish deferred or major maintenance facility projects to bring facilities into compliance with the ADA of 1990 and the California *Code of Regulations, Title 22, Division 12* licensing requirements. All FRR funds must be expended to repair or renovate eligible child care center-based sites where contractors have active State-subsidized child care and development programs with center-based service contracts.

A. Use of Funds

ADA Compliance

Repair or renovate a child care facility to increase accessibility for children with disabilities. Examples of eligible ADA repair, renovation, or installation projects include, but are not limited to:

- ADA accessibility signs
- ADA compliant fixed storage equipment (i.e., cabinets, shelves, and/or closets)
- Appropriate access routes
- Children's bathroom, fixtures, or controls.
- Door casings or doors impeding

- Elevated wheelchair access platforms
- Fixed or built-in seating or tables
- Parking surface(s) to establish required ADA accessible parking spaces and access aisles in parking areas designated for CDD programs
- Wheelchair access ramps, landings, surfaces, or transfer systems

Health and Safety Compliance

Repair or renovate a child care facility to resolve either of the following:

- Health and safety code violation issued by the Department of Social Services, Community Care Licensing Division; CDE; or local fire or health department
- Health and safety code violation or concerns that were revealed through an contractor's internal, self-assessment program

Examples of Health and Safety approvable repair, renovation, or installation projects include, but are not limited to:

- Air conditioning or heating systems
- Carpet, linoleum, or tile replacement
- Cushioned areas around and under play equipment
- Faulty electrical wiring
- Fencing
- Fire safety code items
- Industrial cleaning of facility
- Interior or exterior portable or permanent storage areas
- Observation windows in infant centers
- Outdated appliance replacement
- Outside surveillance cameras
- Playground areas and equipment
- Repainting building interior or exterior walls
- Safety lighting renovation, installation, or repair
- Shade structures
- Toilets, hand washing, and bathing facilities
- Unsafe sidewalk(s)
- Wallpaper removal or replacement
- Window screens, blinds, or other window coverings
- Windows, doors, or floors

B. Funding Restrictions

Nonreimbursable costs will be determined in accordance with the current fiscal year General Child Care & Development (CCTR) Funding Terms and Conditions, "Nonreimbursable Costs" section (Section V.G.). In addition, FRR funds cannot be used to accomplish any of the following examples of non-approvable costs:

- Bonus payments for early completion of work
- Child care facility construction or purchase
- Contractor claims against the grantee connected costs

- Costs incurred prior to the execution of the Local Agreement for Child Development Services contract
- Existing facility modification to increase licensing capacity or program expansion
- FRR application incurred expenses
- Indirect costs
- Inspections (such as, playground or termite inspections) payments
- Interest charges or payments on bonds or indebtedness required to finance project costs
- Land improvement, purchase, or lease
- Administrative facilities
- Meetings, workshops, trainings, foods, or beverages expenses
- Moving costs associated with projects
- Overhead expenses such as costs for rental/lease of space, utilities, and office supplies
- Personnel costs
- Portable building replacement, relocation, or purchase
- Sewer line(s) extension
- Travel or per diem expenses
- Violation of federal, state, or local laws, ordinances, or regulations incurred fines or penalties

The contractor must comply with their commitments to ensure the facilities benefiting from the use of the funds as described above will be available for, and used to serve, subsidized children in a CDE child care and development funded **program for at least three consecutive years** from the date of project completion.

If the CDE contractor is notified to vacate the site where the funding was expended within three years from the date of project completion, the CDE contractor must provide written notification to the CDE of this condition within 14 calendar days of the property owner's notice to the CDE contractor.

If the contractor voluntarily elects to move the program(s) benefiting from the funds described above to a new site, the CDE will bill the contractor for the portion of the three years the facility is not in use by CDE programs.

The CDE acknowledges that some adjustments to the proposed use of funds may be necessary when the agency finalizes necessary bids for proposed projects. If adjustments to the proposed estimated costs occur which result in a change in the scope of work (e.g., some projects will not be completed because estimated costs were too low), a contract amendment is required before work commences. Contractors must contact the CDE in writing prior to the end of the contract period to request a contract amendment.

C. Reimbursement Costs

Contractors receiving an award of funding are required to comply with the funding calculations described in the FY 2011–12 FRR, including the proration of costs for subsidized and nonsubsidized enrollment. The CDE will bill contractors for any

unauthorized expenditures or expenditures that do not comply with the cost proration calculations.

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

D. Compliance Audits and Reporting Requirements

1. Private contractors (including proprietary entities) that receive \$500,000 or more in total Federal funds are required to have an Organization-Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Audit Guide for Audits of Child Development, Nutrition and Adult Education Programs" (Audit Guide) prepared by CDE's Audits and Investigations Division (AID). Governmental and other public contractors (excluding school districts, county office of education and community college districts) must comply with the requirements of OMB Circular A-133 and CDE's "Audit Guide." All other contractors (excluding school districts, county offices or education and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."
2. These are one-time-only funds and expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on CDFS 9529 form with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. The Report of Expenditures CDFS 9529 form is available online at:
<http://www.cde.ca.gov/fq/aa/cd/index.asp>

Send the completed Report of Expenditures CDFS 9529 form to your assigned Fiscal Analyst at:

California Department of Education
Child Development Fiscal Services
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

If you have questions, please contact Holly Miller, FRR Coordinator, Child Development Division, by phone at 916-323-7195 or by e-mail at cddrfa@cde.ca.gov

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12 through 2013-14.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2011-12, by the
Governing Board of _____
of _____ County, California.

I, _____, Clerk of the Governing Board of
_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Approval of Agreement for Legal Services

RECOMMENDATION

That the City Council approve the agreement for Legal Services with Jones & Mayer.

BACKGROUND

As Councilmembers have been informed, the current City Prosecutor, Bill Holt, is retiring and will no longer be available to do work for the City. As a result, it is necessary for the City to enter into an agreement with a new attorney/firm to provide City Prosecutor services.

Historically, the City Council has looked to the City Attorney to choose legal counsel when the City requires specialized legal services. In this circumstance, the City Attorney has recommended that the City enter into an agreement with the Law Firm of Jones & Mayer. Dick Jones, Jones & Mayer's founder and senior partner, is the long-time City Attorney in Whittier. His firm includes a group of attorneys who specialize in code prosecution work for numerous cities.

The agreement also provides for the provision of special litigation services, which will allow the City Attorney to utilize Jones & Mayer if litigation arises outside of the scope of the City Prosecutor, for which the Firm has particular experience and expertise in handling.

Thaddeus McCormack
City Manager

Attachment:

Retainer Agreement for Legal Services

**LEGAL SERVICES AGREEMENT
for
CITY OF SANTA FE SPRINGS**

1. IDENTIFICATION OF PARTIES. This Agreement, executed in duplicate with each party receiving an executed original, is made between JONES & MAYER, hereafter referred to as "Law Firm", and City of Santa Fe Springs, hereafter referred to as "Client".

This Agreement is required by Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Law Firm to Client are as follows:

- a. Representation of Client as the City Prosecutor for code enforcement matters;
- b. Special litigation and advisory counsel on medical marijuana matters, and any other litigation matters referred by Client to Law Firm.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Law Firm will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Law Firm and keep Law Firm reasonably informed of developments; as well as make timely payments required under this Agreement.

4. ATTORNEY'S FEES. Client will pay Law Firm for the legal services provided under this Agreement at the following rates:

- a. City Prosecutor services – \$165.00 per hour for attorney representation, \$100.00 per hour for law clerk services, and \$75.00 per hour for paralegal services.
- b. Special litigation and advisory counsel services - \$225.00 per hour for attorney representation, \$100.00 per hour for law clerk services, and \$100.00 per hour for paralegal services.

Law Firm will charge in minimum units of one tenth of an hour. Law Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: Travel, meetings, court appearances, correspondence and legal documents (review and preparation), legal research, and telephone consultations.

Client acknowledges that Law Firm has made no promise about the total amount of attorney's fees to be incurred by Client under this Agreement.

5. COSTS. Client will pay all "costs" in connection with Law Firm's representation under this Agreement. Costs will be advanced by Law Firm and then billed to Client. The anticipated costs for representation under this Agreement include, but are not limited to, \$0.45 cents per mile, round trip, to appear at any hearing or conference and messenger service fees. The hourly rate identified above includes photocopying expenses (under 100 pages) and long-distance telephone charges. Client agrees to pay all expert fees directly to the expert, without advance payment by Law Firm.

6. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an attorney may begin or continue to represent the Client when the attorney has had a relationship with another party interested in the subject matter of the attorney's proposed representation of the Client. Client and Law Firm are not aware of any potential conflicts and have discussed them in detail. Law Firm will consult with Client in accordance with the requirements of the Rules of Professional Conduct as to any new matters assigned to Law Firm after the entering of this Agreement regarding any potential conflicts of interest relating to such new matters.

7. DISCHARGE OF ATTORNEY. Client may discharge Law Firm, pursuant to state law, by written notice effective when received by Law Firm. Notwithstanding the discharge, Client will be obligated to pay Law Firm its last statement within thirty (30) days as set forth under the terms of this Agreement.

8. STATEMENTS AND PAYMENTS. Law Firm will send Client monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to discharge of Law Firm.

9. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral Agreement to the extent that the parties carry it out.

12. ARBITRATION OF FEE DISPUTE. If a dispute arises between Law Firm and Client regarding attorney's fees under this Agreement and one of the parties files suit in any court other than small claims court, the non-filing party has the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event the party filing suit must submit the matter to such arbitration.

13. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

14. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be the date when it is executed by the last of the parties to do so.

The foregoing is agreed to by:

Dated: _____, 2011

By: _____,

Title _____

Dated: _____, 2011

By: _____,

Title _____

Dated: _____, 2011

JONES & MAYER

Richard D. Jones, Esq.



City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Extension of Joint Agreement for Presbyterian Intercommunity Hospital (PIH)/Santa Fe Springs Family Health Center

RECOMMENDATION

That the City Council approve the extension of the Joint Agreement between the City of Santa Fe Springs and Presbyterian Intercommunity Hospital, Inc. (PIH) dba PIH Family Practice Residency Program for the Santa Fe Springs Family Health Center located at the Neighborhood Center.

BACKGROUND

On October 13, 2005, the City of Santa Fe Springs and PIH entered into a Joint Agreement to establish a community health clinic at the Neighborhood Center as a result of voiced interest from City representatives to close the gap in access to medical care to underserved women and children and ensure geriatric services to a fast-aging population. The term of the Agreement was for five (5) years and could be extended for an additional period, not to exceed three years, upon the written consent of both parties prior to the Agreement's termination on June 30, 2010.

On April 22, 2010, the Council approved to extend the termination date of the agreement to March 20, 2011, so that the termination date coincided with the termination date of the lease for the Family Health Center modular building. The time between the original agreement and the grand opening of the Health Center was about one year off between the termination of the Joint Agreement (June 2010) and the termination of the modular building lease (March 2011). The lease of the mobile building was signed and approved in March, 2006, for five (5) years and expired on March 20, 2011.

Mayor Serrano along with PIH and City staff met in April 2011 to discuss the extension of the Joint Agreement between both parties. This joint venture has been very successful and provided an overall seamless health and wellness management care plan through the community clinic at the City's hub of social services, the Neighborhood Center. Based on these discussions, it was recommended by both parties to extend the term of the Agreement for an additional two (2) years commencing July 1, 2011, through June 30, 2013. In addition, the Agreement may be further extended for an additional two (2) year term at the election of the parties prior to the Agreement's expiration.

It should be noted that after the meeting which took place in April 2011, PIH made reorganizational staff changes which resulted in a slight delay in the completion of the Agreement.



City of Santa Fe Springs

City Council Meeting

September 29, 2011

Additionally, the Joint Oversight Committee (JOC) which reviews matters governed by the Agreement as well as provide guidance and direction to the clinic's operation and management also recommended that the Agreement be extended for an additional two (2) years. The JOC is composed of two members of the City Council, two members appointed by PIH, and two (2) Santa Fe Springs residents appointed by the City Council. City staff also provides support to this committee.

The attached Agreement and License between the City of Santa Fe Springs and the Presbyterian Intercommunity Hospital outlines and encapsulates the partnership's fundamental tenets for the extension of the Agreement for City Council consideration and approval.

Dr. Virag Shah, Program Director for the PIH Family Practice Residency Program, and Dr. Andrea Mason, Director of Women's Health, and also the primary physician for the SFS Family Health Center are here tonight to answer questions regarding the agreement and clinic operations.

INFRASTRUCTURE IMPACT

The City will continue to provide in-kind services in the form of water and power utility costs associated with the community health clinic's operation.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager

Attachment(s)

Amendment No. 1 to Agreement
Scope of Services (Exhibit A)
Sliding Scale of Fees (Exhibit B)
Legal Description and Site Plan (Exhibit C)

AMENDMENT NO. 1 TO AGREEMENT

AND LICENSE BY AND BETWEEN CITY OF SANTA FE SPRINGS AND

PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.

This Amendment No. 1 to the Agreement and License ("Amendment No. 1") is entered into this first day of July, 2011, by and between the City of Santa Fe Springs, a municipal corporation ("City") and Presbyterian Intercommunity Hospital, Inc., dba PIH Family Practice Residency Program and PIH Practice Center, a California nonprofit public benefit corporation ("PIH"), and Bright Health Physicians of PIH, a California nonprofit public benefit corporation ("BHP"), as assignee of PIH hereunder.

The purpose of this Amendment No. 1 is to permit PIH to assign its right, title and interest in and to this Agreement to BHP, as well as to extend the term of the Agreement and make other modifications thereto as more specifically set forth below.

RECITALS

1. Agreement. The City and PIH entered into the Agreement on or about February 15, 2006. The Agreement has remained in continuous effect through the date of this Amendment No. 1.

2. Amendment. The City and PIH enter into this Amendment to: (i) assign PIH's interest in the Agreement to BHP; (ii) extend the term of the Agreement; and (iii) to make certain other modifications to the Agreement as more specifically set forth below.

3. BHP Status. BHP is a California nonprofit public benefit corporation affiliated with PIH. BHP operates as a Health & Safety Code Section 1206(l) medical foundation with numerous medical clinic sites throughout the service area of PIH including, but not limited to, the City of Santa Fe Springs and surrounding communities.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is understood and agreed that the Agreement is hereby amended as follows:

AMENDMENT

1. Assignment, Assumption, and Consent. PIH hereby assigns, transfers, and sells to BHP all of its right, title, and interest in and to the Agreement. BHP, on its part, hereby assumes and accepts all benefits, obligations, responsibilities, and liabilities under the Agreement from and after the date of this Amendment No. 1. City hereby evidences its unequivocal consent to the foregoing assignment; releases PIH from any and all obligations and liabilities accruing from and after the date of this Amendment No. 1; and the transfer of this Agreement to BHP for all purposes from and after the date of this Amendment No. 1.

2. Term. The term of this Agreement shall be extended for an additional two (2) years commencing July 1, 2011, through June 30, 2013. In addition, the Agreement may be further extended for an additional two (2) year term at the election of the parties prior to the Agreement's expiration.

3. Scope of Services. The Section 2 reference to the Center being licensed is deleted as the Center is exempt from licensing as a clinic pursuant to Health & Safety Code Section 1206(l). The Scope of Services set forth as Attachment "A" to the Agreement is hereby deleted in its entirety and replaced with a new Scope of Services set forth on Attachment "A" to this Amendment No. 1 and incorporated by this reference.

4. Sliding Scale of Fees. The Sliding Scale of Fees set forth as Attachment "B" to the Agreement is hereby deleted in its entirety and replaced with a new Sliding Scale of Fees set forth on Attachment "B" to this Amendment No. 1 and incorporated by this reference.

5. Clinic Staffing Levels. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

"At the Center, BHP will provide one (1) full-time equivalent (1.0 FTE) resident physician and one assigned physician fifty percent (50%) of the time for consistency. "

6. Location and License. Attachment "C" of the Agreement is deleted in its entirety and replaced with a new site plan Attachment "C."

7. Self-Insurance. Section 8.6 of the Agreement is deleted in its entirety and replaced with the following:

"8.6 BHP may satisfy its insurance obligations as set forth in this Section, through a captive program, a program of self-insurance, or any other program that it may implement."

8. Notice. The provisions of Section 17 of the Agreement are modified to delete the reference to Frederic W. Latham, as City Manager, with notices to be provided to Thaddeus McCormack, City Manager, City of Santa Fe Springs.

9. Effect of Amendment. The Agreement, as previously amended, except as modified and amended pursuant hereto, shall remain in full force and effect.

Date: _____

"CITY"

CITY OF SANTA FE SPRINGS, a municipal corporation

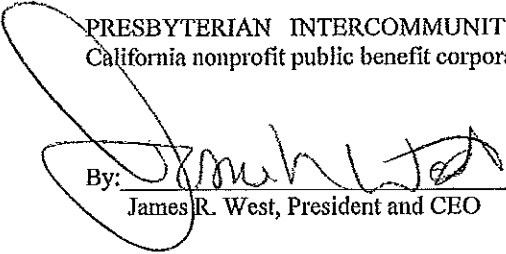
By: _____
Joseph D. Serrano, Sr., Mayor

By: _____
Steven N. Skolnik, City Attorney

Date: 8/26/11

"PIH"

PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC., a
California nonprofit public benefit corporation

By:  _____
James R. West, President and CEO

Date: 8/26/11

"BHP"

BRIGHT HEALTH PHYSICIANS OF PIH, a California nonprofit
public benefit corporation

By: 

William H. Stimmmer, President

By: 

James R. West, Chief Executive Officer

ATTACHMENT "A"
SCOPE OF SERVICES

Santa Fe Springs Family Health Center
Scope of Services

SCOPE

The Santa Fe Springs Family Health Center provides basic primary health care services for community residents of all ages. These services include:

- Health promotion and disease prevention services, including health risk screening and patient/family health education.
- Patient and family psycho-social support and referral for psychological counseling.
- Infant and pediatric health care services, including routine childhood immunizations.
- Adolescent health care services.
- Prenatal care for low-risk pregnancies.
- Well-woman health care, including gynecological and family planning services.
- Management of chronic diseases, including diabetes and heart disease.
- Geriatric services.

PROVIDERS

Health care services are provided by family practice faculty physicians, family practice residents, pharmacy residents, and registered nurses. Physician assistants and advance practice nurses also provide services in the Santa Fe Springs Family Health Center.

FACILITIES AND SERVICES

The Santa Fe Springs Family Health Center maintains four examination rooms on site. The Santa Fe Springs Family Health Center provides limited waived laboratory testing, childhood immunizations, and first dose medications for administration within the Center. The Santa Fe Springs Family Health Center does not maintain a pharmacy for dispensing of prescription drugs.

Selected non-invasive diagnostic procedures, such as fetal monitoring, are also provided at the Santa Fe Springs Family Health Center; however, the Center does not provide radiographic or fluoroscopic (x-ray) services.

The following invasive procedures are performed at the Santa Fe Springs Family Health Center:

- Wound care, including debridement and suturing of minor lacerations
- Incision and drainage
- Cyst / lymphoma removal
- Digital blocks / toenail removal
- Sprain management and splinting
- Initial fracture management and splinting
- Dislocation reduction
- Needle aspiration of breast cysts
- Family planning procedures such as IUD placement
- Endometrial biopsies
- Dermatological biopsies

Invasive procedures are performed under local anesthesia only; general anesthesia and conscious sedation are not utilized in the Santa Fe Springs Family Health Center.

REFERRAL SERVICES

Santa Fe Springs Family Health Center patients who require services beyond those listed above will be referred to Presbyterian Intercommunity Hospital and / or to an appropriate medical or surgical sub-specialist.

ATTACHMENT "B"—SLIDING SCALE OF FEES

Charity Care Determination Matrix

%FPL	1	2	3	4	5	6	7	8	Patient Responsibility
100%	\$10,400.00	\$14,000.00	\$17,600.00	\$21,200.00	\$24,800.00	\$ 28,400.00	\$ 32,000.00	\$ 35,600.00	\$ 35,600.00
120%	\$12,480.00	\$16,800.00	\$21,120.00	\$25,440.00	\$29,760.00	\$ 34,080.00	\$ 38,400.00	\$ 42,720.00	\$ 42,720.00
140%	\$14,560.00	\$19,600.00	\$24,640.00	\$29,680.00	\$34,720.00	\$ 39,760.00	\$ 44,800.00	\$ 49,840.00	\$ 49,840.00
160%	\$16,640.00	\$22,400.00	\$28,160.00	\$33,920.00	\$39,680.00	\$ 45,440.00	\$ 51,200.00	\$ 56,960.00	\$ 56,960.00
180%	\$18,720.00	\$25,200.00	\$31,680.00	\$38,160.00	\$44,640.00	\$ 51,120.00	\$ 57,600.00	\$ 64,080.00	\$ 64,080.00
200%	\$20,800.00	\$28,000.00	\$35,200.00	\$42,400.00	\$49,600.00	\$ 56,800.00	\$ 64,000.00	\$ 71,200.00	\$ 71,200.00
220%	\$22,880.00	\$30,800.00	\$38,720.00	\$46,640.00	\$54,560.00	\$ 62,480.00	\$ 70,400.00	\$ 78,320.00	\$ 78,320.00
240%	\$24,960.00	\$33,600.00	\$42,240.00	\$50,880.00	\$59,520.00	\$ 68,160.00	\$ 76,800.00	\$ 85,440.00	\$ 85,440.00
260%	\$27,040.00	\$36,400.00	\$45,760.00	\$55,120.00	\$64,480.00	\$ 73,840.00	\$ 83,200.00	\$ 92,560.00	\$ 92,560.00
280%	\$29,120.00	\$39,200.00	\$49,280.00	\$59,360.00	\$69,440.00	\$ 79,520.00	\$ 89,600.00	\$ 99,680.00	\$ 99,680.00
300%	\$31,200.00	\$42,000.00	\$52,800.00	\$63,600.00	\$74,400.00	\$ 85,200.00	\$ 96,000.00	\$106,800.00	\$106,800.00
320%	\$33,280.00	\$44,800.00	\$56,320.00	\$67,840.00	\$79,360.00	\$ 90,880.00	\$102,400.00	\$113,920.00	\$113,920.00
340%	\$35,360.00	\$47,600.00	\$59,840.00	\$72,080.00	\$84,320.00	\$ 96,560.00	\$108,800.00	\$121,040.00	\$121,040.00
360%	\$37,440.00	\$50,400.00	\$63,360.00	\$76,320.00	\$89,280.00	\$102,240.00	\$115,200.00	\$128,160.00	\$128,160.00
380%	\$39,520.00	\$53,200.00	\$66,880.00	\$80,560.00	\$94,240.00	\$107,920.00	\$121,600.00	\$135,280.00	\$135,280.00
400%	\$41,600.00	\$56,000.00	\$70,400.00	\$84,800.00	\$99,200.00	\$113,600.00	\$128,000.00	\$142,400.00	\$142,400.00

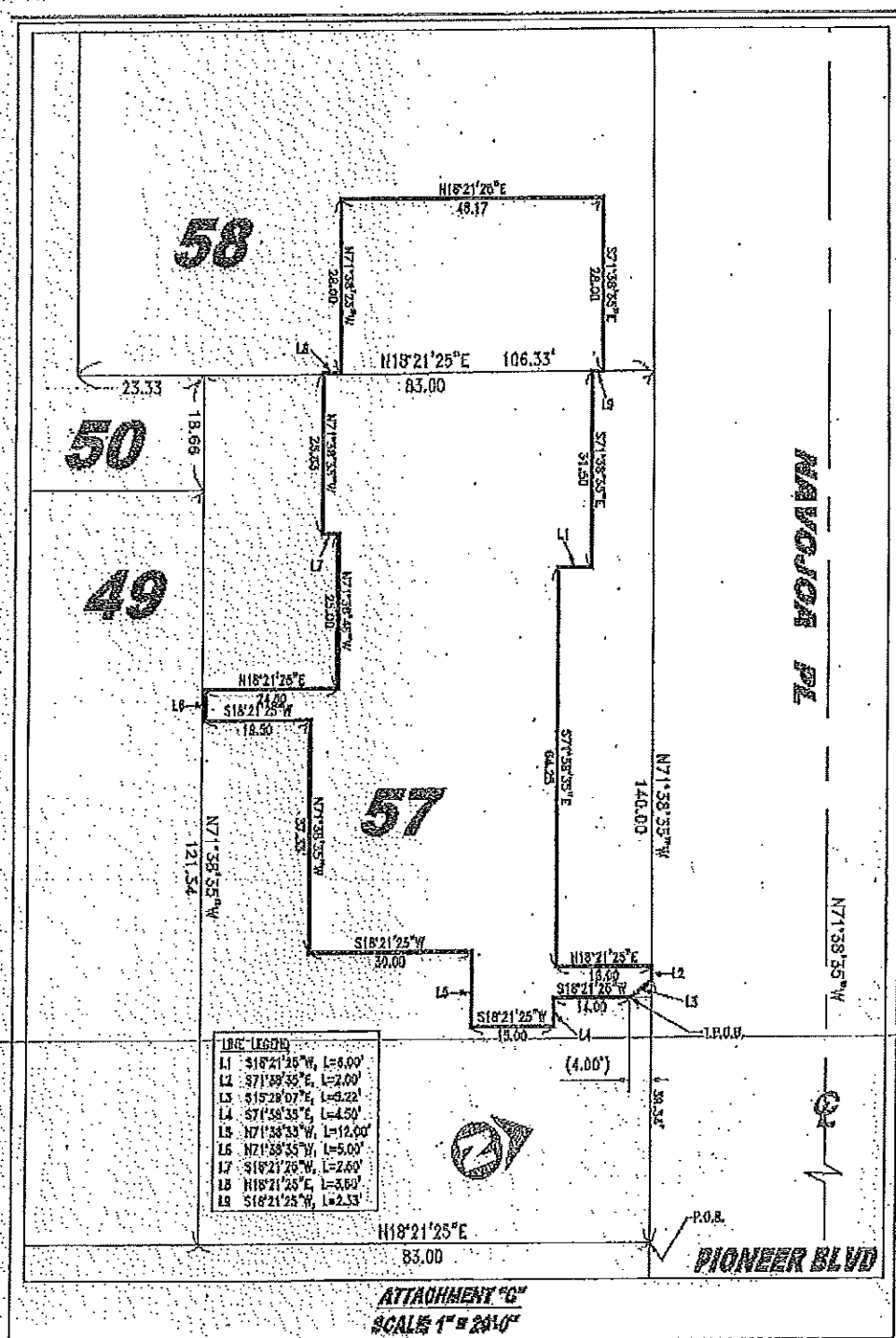
Patient applications that show family income at or below 100% of Federal Poverty Level (FPL) will be approved for no cost care

EXHIBIT "C"
LEGAL DESCRIPTION AND SITE PLAN

SFS Family Health Center
Legal Description
ATTACHMENT C

Being a portion of Lots 57 and 58 of Tract No. 23313 in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map recorded in book 806 page 11 of Maps in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said lot 57 thence north $71^{\circ} 38' 35''$ west along the northerly line of said lot 57, also being the southerly right-of-way line of Navajoa Place, 39.34 feet; thence south $18^{\circ} 21' 25''$ west 4.00 feet to the true point of beginning; thence continuing south $18^{\circ} 21' 25''$ west 14.00 feet; thence south $71^{\circ} 38' 35''$ east 4.50 feet; thence south $18^{\circ} 21' 25''$ west 15.00 feet; thence north $71^{\circ} 38' 35''$ west 12.00 feet; thence south $18^{\circ} 21' 25''$ west 30.50 feet; thence north $71^{\circ} 38' 35''$ west 37.33 feet; thence south $18^{\circ} 21' 25''$ west 19.50 feet; thence north $71^{\circ} 38' 35''$ west 5.00 feet; thence north $18^{\circ} 21' 25''$ east 24.50 feet; thence north $71^{\circ} 38' 35''$ west 25.00 feet; thence south $18^{\circ} 21' 25''$ west 2.50 feet; thence north $71^{\circ} 38' 35''$ west 25.83 feet to a point on the westerly line of said lot 57 (also being the easterly line of said lot 58); thence north $18^{\circ} 21' 25''$ west 3.50 feet; thence north $71^{\circ} 38' 35''$ west 28.00 feet; thence north $18^{\circ} 21' 25''$ west 48.17 feet; thence south $71^{\circ} 38' 35''$ east 28.00 feet to a point on said westerly line of lot 57; thence south $18^{\circ} 21' 25''$ west along said westerly lot line 2.33 feet; thence south $71^{\circ} 38' 35''$ east 31.50 feet; thence south $18^{\circ} 21' 25''$ west 6.00 feet; thence south $71^{\circ} 38' 35''$ east 64.25 feet; thence north $18^{\circ} 21' 25''$ east 18.00 feet to a point on the northerly line of said lot 57; thence south $71^{\circ} 38' 35''$ east 2.00 feet; thence south $15^{\circ} 29' 07''$ east 5.22 feet back to the true point of beginning.





City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Approval of a Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission

RECOMMENDATION

That the Community Development Commission approve a Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission.

This is an accompanying item to one presented earlier this evening in the Community Development Commission (CDC) portion of the meeting.

BACKGROUND

The State's adoption of legislation that is severely detrimental to redevelopment agencies has prompted the City and Community Development Commission (CDC) to take a number of formal actions. Staff is attempting to properly position the CDC in the event that the City and/or CDC must make a mandatory payment to the State. With the California State Supreme Court scheduled to render a decision regarding the merits of the California Redevelopment Association (CRA) lawsuit against the State by January 15, 2012, more clarity regarding the future of redevelopment agencies is forthcoming. In the meantime, it is appropriate to consider and act on the item below.

Remittance Agreement

In order for the Santa Fe Springs Community Development Commission to make the City-required AB 1X27 remittance payments, the City and CDC must enter into a remittance agreement (attached). The payment amount for FY 2011-12 is \$9.3 million. The payment amount for FY 2012-13 and beyond has not been officially set, but would be approximately \$2.5 to \$3 million per year.

Thaddeus McCormack
City Manager

Attachment:
Remittance Agreement

**REMITTANCE AGREEMENT
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34194.2
BY AND BETWEEN THE CITY OF SANTA FE SPRINGS
AND THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS**

THIS REMITTANCE AGREEMENT (this "Agreement") is entered into this 29th day of September, 2011, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic (the "Agency"), with reference to the following facts:

A. Assembly Bill No. X1 27 ("AB 27") and Assembly Bill No. X1 26 ("AB 26") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 29, 2011.

B. AB 27 is to be codified as Part 1.9 of the California Health and Safety Code, commencing with Section 34192 ("Part 1.9"). Except as otherwise indicated, all subsequent references to "Section" numbers are references to section numbers in the Health and Safety Code.

C. AB 27 establishes a Voluntary Alternative Redevelopment Program whereby the City may choose to continue redevelopment pursuant to Part 1.9, upon the enactment of an ordinance by the City to comply with the provisions of Part 1.9 and make certain remittances described in Section 34194 to the County Auditor-Controller.

D. The City's City Council (the "City Council") has introduced Ordinance No. 1027. Before the City Council could complete the process of adoption of said Ordinance, the California Supreme Court imposed the stay described below in recital "J", which stay prevents the City Council from adopting said Ordinance. On September 8, 2011, the City Council indicated an intention to adopt said Ordinance and directed staff to return said Ordinance to the City Council for adoption, after the lifting of the aforesaid stay.

E. Pursuant to said Ordinance, the City Council intends to commit to comply with and make the remittances required by Part 1.9 and authorize the continuation of the Agency after enactment of AB 27.

F. Pursuant to Section 34194.2, the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its net available tax increment or other unencumbered funds to the City, in an amount not to exceed the annual remittance required that year pursuant to Chapter 3 of Part 1.9, for the purpose of making certain payments into a Special District Allocation Fund and Educational Revenue Augmentation Fund administered by the County Auditor-Controller. Section 6 of both Ordinances provide for such an agreement.

G. The purpose of this Agreement is to provide for the transfer of funds by the Agency to the City in an amount sufficient for the City to make the remittances required by Part 1.9., with net available tax increment revenue in this current fiscal year and forthcoming fiscal years.

H. The term "Net Available Tax Increment" is defined as any property tax increment funds allocated to the Agency, net of existing debt service payments and existing contractual obligations, not including any funds on deposit in the Agency's Low and Moderate Income Housing Fund (the "LMIHF"), and also not including any portion of tax increment funds to be allocated to the LMIHF pursuant to Sections 33334.2, 33334.4 and 33334.6. For the 2011-12 fiscal year, pursuant to Section 34194.3, the Agency hereby finds that there are insufficient other funds to meet its debt and other obligations, current priority program needs or its obligation to transfer funds to the City under Section 34194.2 as provided in this Agreement, and accordingly the Agency shall be exempt from making and shall not make the full allocation required to be made to the LMIHF.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Agency's redevelopment plans.

J. On July 18, 2011, the California Redevelopment Association filed a petition in the California Supreme Court challenging the constitutionality of AB 26 and AB 27. On or about August 11, 2011, the California Supreme Court issued a stay of some portions of these bills and on August 17, 2011, the California Supreme Court modified its stay order.

K. Despite the stay, it is likely necessary to adopt this Agreement prior to October 1, 2011, in order to include this obligation on the Agency's Statement of Indebtedness.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

II. OBLIGATIONS OF THE PARTIES

1. The Agency shall transfer to the City at least seven (7) days prior to the due dates for the remittance payments required by Part 1.9 the amount of Net Available Tax Increment or other unencumbered Agency funds sufficient for the City to make the required remittance payments under Part 1.9. The amounts to be transferred to the City shall be sufficient for the City to pay the remittance amount determined by the State Controller for FY 2011-12 and the remittance amount determined by City staff for future years pursuant to Part 1.9. If there is any adjustment in payments due to audit by the County Auditor-Controller, Department of Finance, or State Controller, the Agency shall make appropriate adjustments in its payments to the City.

2. Subject to receipt of sufficient Net Available Tax Increment or other unencumbered funds from the Agency, the City shall timely remit to the County Auditor-Controller the payments required by Part 1.9 pursuant to the authority as provided for in the

Ordinance. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from Net Available Tax Increment received from the Agency. Nothing contained in this Agreement shall be deemed to be a pledge of the City's General Fund revenues or any other City assets to make the remittance payments required under Part 1.9, it being understood that the remittance payments shall be funded solely from Agency funds and/or assets. Nothing contained in this Agreement shall be deemed to be a pledge of funds owed to bondholders or other third parties under agreements to which the Agency is a party.

3. The obligations of the Agency under this Agreement shall be payable out of Net Available Tax Increment allocated to the Agency. In the event that additional funds are required in order to make the Agency payments to the City required by this Agreement, the Agency shall make such payments from income received by the Agency from its projects and programs and/or from the sale of Agency assets and any other additional funds available to it.

4. Each year by no later than October 1st, the Agency shall submit to City written verification that the Agency is able to make the required remittance payment for the subsequent City fiscal year to allow the City to take whatever actions that may be necessary in the event the Agency is unable to make the required remittance payment, which would subject the City to sanctions under AB 27 and result in dissolution of the Agency under AB 26.

III. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions 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 the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, costs, or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

IV. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

1. This Agreement constitutes the entire understanding and agreement of the parties.

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

3. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

4. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representatives of the parties.

V. SEVERABILITY

If any term, provisions, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

VI. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the City and the Agency and shall remain in effect and be fully enforceable according to its terms.

VII. CONDITIONAL APPROVAL

This Agreement is conditional and shall be operative only if AB 26 and AB 27 are both upheld by the California Supreme Court and the stay that is currently in effect is lifted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF SANTA FE SPRINGS

Mayor

ATTEST:

City Clerk

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS

Chairman

Attest:

Secretary

Approved as to form:

City and Commission Attorney



City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Resolution No. 9347 – Approval to Purchase a Pierce Fire Engine from South Coast Fire Equipment and Enter into a Lease/Purchase Agreement with Oshkosh Capital

RECOMMENDATION

That the City Council adopt Resolution No. 9347 and authorize: (1) The purchase of one Pierce fire engine from South Coast Fire Equipment to replace a fire engine that has exceeded its front line capabilities; (2) The City Manager or his designee to enter into a lease/purchase agreement with Oshkosh Capital for the purchase amount; and, (3) An appropriation of necessary funds to make future year payments.

BACKGROUND

Fire Engine 821 is an active 1986 model rig in the City's fleet with extensive wear (approximately 177,000 miles) that needs to be replaced. This engine has exceeded its front line and reserve capabilities becoming a burden on the maintenance program as operating costs rise each year. While the "normal" life of a front-line fire engine is 10 years under "good" operating circumstances, this engine is 25 years old. The replacement of this unit is vital to maintaining a fleet that meets the service demands in the community.

PIERCE FIRE ENGINE

The proposed purchase of a Pierce engine maintains consistency and uniformity within the fleet. As there is only one authorized Pierce dealer (South Coast Fire Equipment) for this region, the recommended purchase is a sole source item. Given the lead time necessary to build the proposed fire engine, delivery is not expected until after July 2012. The purchase price is \$612,093.64, with the amount financed via a lease/purchase agreement over multiple years.

The recommended lease/purchase agreement with Oshkosh Capital would be over a seven (7) year term with an interest rate of 2.79%. After comparing with four (4) other similar financing programs from different providers, Oshkosh was found to offer the best financing terms. Attached is a resolution required by Oshkosh to execute the transaction.



City of Santa Fe Springs

City Council Meeting

September 29, 2011

FISCAL IMPACT

By utilizing a lease/purchase program, the impact on the City's annual operating budget is minimized. The manufacturer will allow us to "piggyback" on a previous apparatus purchase. Additionally, by authorizing the purchase prior to October 1, 2011, the City would not be subject to a scheduled manufacturer factory price increase.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment:
Resolution No. 9347

RESOLUTION NO. 9347

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS

Municipality/Lessee: City of Santa Fe Springs

Principal Amount Expected To Be Financed: \$612,093.64

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. The City Manager OR Director of Finance (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the

Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this 29th day of September, 2011.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: _____

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____



City of Santa Fe Springs

City Council Meeting

September 29, 2011

NEW BUSINESS

Authorize Copier/Printer Leases with Ricoh Americas Corporation Utilizing the Western States Contracting Alliance Cooperative Agreement

RECOMMENDATION

That the City Council authorize the Director of Purchasing to lease thirteen (13) copiers/printers from Ricoh Americas Corporation through a cooperative purchasing program from Western States Contracting Alliance (Contract #1715).

BACKGROUND

The City is concluding a four (4) year multifunctional copier (printer/scanner/fax) lease agreement with Ricoh Americas Corporation (Ricoh). The current leased fleet consists of nine (9) black and white and four (4) color copiers located at various city facilities. Ricoh's equipment and customer service have been exceptional with outstanding repair response and equipment uptime over the course of the current lease.

As part of our last procurement effort approximately four (4) years ago, proposals were solicited and accepted from Ricoh, Xerox, and IOTEC. They each had comparable equipment, with the decision to select Ricoh based on prior positive experience and the least cost to the City.

Staff is recommending entering into a new lease agreement with Ricoh for the replacement fleet of copiers through a cooperative purchasing program with Western States Contracting Alliance (WSCA). WSCA is a government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating their purchasing power. There are no costs or user fees to the local agency for participation in the cooperative.

As an independent comparison to the WSCA pricing, Staff obtained a quote for comparable units from a local vendor (IOTEC). Their cost was over 11% higher than the WSCA pricing.

The proposed Ricoh units also address real security concerns in today's environment by safeguarding information introduced into the units. Each copier will be installed with a security feature that overwrites latent data on the system's hard drive after each copy/scan/print/or fax function.

The table below provides a comparison between the current equipment leased with those of the proposed lease.

The table below provides a comparison between the current equipment leased with those of the proposed lease.

	Current Lease	Proposed Lease
Term	4 years	5 years
B&W Copier		
Base Rate (Monthly)	\$163	\$143
Cost Per Copy	\$0.0085	\$0.0074
Color Copier		
Base Rate (Monthly)	\$268	\$216
Cost Per Copy	\$0.07	\$0.045



Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

September 29, 2011

FINAL PAYMENT

Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75LX110 A/1, Federal No. 027650J - Final Progress Payment (Less 10% Retention)

RECOMMENDATION

That the City Council approve the Final Progress Payment (less 10% Retention) to Bannaoun Engineers Constructors Corp. of Chatsworth, CA, in the amount of \$147,231.64 for the subject project.

BACKGROUND

At the City Council meeting of July 14, 2011, the Council awarded a contract to Bannaoun Engineers Constructors Corp. of Chatsworth, CA, in the amount of \$136,876.30 for the construction of the subject project.

The following payment detail represents the Final Progress Payment (less 10% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$163,590.71. The construction cost increased due to unforeseen differences in pavement thickness near the railroad crossing, ultimately resulting in the removal and replacement of additional pavement materials, thus increasing material quantities and cost. In addition, the contractor was requested to perform additional work beyond the original scope of work, including the removal and replacement of sidewalk, curb ramps, curb/gutter, and the construction of a traffic signal related item. The final contract amount is still under the budgeted amount of \$182,000 for this project.

The City will be reimbursed for this work from the Caltrans Division of Rail, Section 130 Grade Crossing Improvements Funds.

Thaddeus McCormack
City Manager

Attachment(s):

Progress Payment Detail

Payment Detail
Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing

Contractor: Bannaoun Engineers Constr. Corp.
9614 Cozycroft Avenue
Chatsworth, CA 91311

Item No.	Description	Contract			Total	Completed This Period		Completed To Date	
		Quantity	Units	Unit Price		Quantity	Amount	Quantity	Amount
1	Construct 2" Asphalt Rubber Hot Mix (ARHM)	247	TONS	\$ 120.00	\$29,640.00	323.00	\$ 38,760.00	323.00	\$ 38,760.00
2	Construct AC Pavement (Grade B PG-64-10)	392	TONS	\$ 87.50	\$34,300.00	408.00	\$ 35,700.00	408.00	\$ 35,700.00
3	Unclassified Excavation	440	C.Y.	\$ 32.00	\$14,080.00	454.00	\$ 14,528.00	536.00	\$ 17,152.00
4	Construct Colored Stamped Concrete	2,253	S.F.	\$ 4.10	\$9,237.30	2,311.00	\$ 9,475.10	2,311.00	\$ 9,475.10
5	Construct Crushed Miscellaneous Base (CMB)	192	TONS	\$ 19.50	\$3,744.00	217.00	\$ 4,231.50	247.00	\$ 4,816.50
6	Construct Curb and Gutter Type B-2	440	L.F.	\$ 22.50	\$9,900.00	402.00	\$ 9,045.00	402.00	\$ 9,045.00
7	Construct Curb and Gutter Type B-3 (Modified)	250	L.F.	\$ 23.50	\$5,875.00	281.00	\$ 6,603.50	281.00	\$ 6,603.50
8	Adjust Water Valve to Grade	2	EA	\$ 500.00	\$1,000.00	2.00	\$ 1,000.00	2.00	\$ 1,000.00
9	Adjust Manhole Cover to Grade	1	EA	\$ 1,000.00	\$1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00
10	Construct Parkway Drain (Inlet Type II)	1	EA	\$ 1,500.00	\$1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00
11	Furnish and Install Signing and Striping	1	L.S.	\$ 5,500.00	\$5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00
12	Traffic Control	1	L.S.	\$ 6,000.00	\$6,000.00	1.00	\$ 6,000.00	1.00	\$ 6,000.00
13	Remove and Replace Traffic Loop	10	EA	\$ 310.00	\$3,100.00	14.00	\$ 4,340.00	14.00	\$ 4,340.00
14	Construction Survey	1	L.S.	\$ 3,500.00	\$3,500.00	1.00	\$ 3,500.00	1.00	\$ 3,500.00
15	Mobilization	1	L.S.	\$ 5,000.00	\$5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00
16	Preparation of SWPPP and Implementation	1	L.S.	\$ 3,500.00	\$3,500.00	1.00	\$ 3,500.00	1.00	\$ 3,500.00
					\$136,876.30				
Contract Change Order									

No. 1	Remove and Replace Sidewalk	96	S.F.	\$10.00	\$960.00	96	\$ 960.00	96	\$ 960.00
	Remove and Replace Curb Ramps	2	EA	\$2,100.00	\$4,200.00	2	\$ 4,200.00	2	\$ 4,200.00
No. 2	Construction Detour Plan	1	L.S.	\$1,800.00	\$1,800.00	1	\$ 1,800.00	1	\$ 1,800.00
No. 3	Remove and Replace Traffic Loop Conduit	1	L.S.	\$1,250.00	\$1,250.00	1	\$ 1,250.00	1	\$ 1,250.00
No. 4	Modifications to the Curb and Gutter	1	L.S.	\$2,488.61	\$2,488.61	1	\$ 2,488.61	1	\$ 2,488.61
					\$10,698.61				



City of Santa Fe Springs

City Council Meeting

September 29, 2011

APPROPRIATION OF FUNDS

Removal and Installation of HVAC Units at the Betty Wilson Center

RECOMMENDATION

That City Council take the following actions:

1. Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Removal and Installation of HVAC Units at the Betty Wilson Center; and
2. De-appropriate \$23,500 from the Telegraph Road East/West Entry Enhancements (Account 450-0914) and appropriate \$23,500 to the Removal and Installation of HVAC Units at the Betty Wilson Center (Account 450-C327).

BACKGROUND

The two existing Heating, Ventilation and Air Conditioning (HVAC) units have failed at the Betty Wilson Center (Lakeview Park). The units are not repairable and new units are needed. One HVAC unit cools/heats the Lake Center Meeting Room and the other cools/heats the Betty Wilson Reception Hall. The existing inoperable units were in use for approximately sixteen to twenty-eight years. Staff currently has requested that future events be curtailed in these rooms due to high temperatures during the summer season until the HVAC units can be installed. Staff is expected to receive and open bids for this project on September 22, 2011.

FISCAL IMPACT

The Telegraph Road East/West Entry Enhancements project was completed and has a balance of approximately \$23,900 of General Fund money. Staff requests to appropriate \$23,500 to the Removal and Installation of HVAC Units at the Betty Wilson Center (Account 450-C327). The new units will reduce future energy costs by approximately 25% due to the increase in energy efficiency.

INFRASTRUCTURE IMPACT

The removal and installation of the HVAC units will provide the necessary heating, ventilation and air conditioning to the facility in order to provide for functional work and community space for the community.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is located below the Infrastructure Impact section.

Thaddeus McCormack
City Manager

Attachment(s):

None.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: September 23, 2011



City of Santa Fe Springs

City Council Meeting

September 29, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	2	González
Beautification	1	Moore
Beautification	2	Rounds
Beautification	3	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	3	Rounds
Community Program	2	Serrano
Community Program	5	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Rounds
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 Beautification Committee was received from Sadie Calderon. Please direct any questions regarding this report to the Deputy City Clerk.

Thaddeus McCormack
City Manager

Attachments
Committee Lists
Prospective Member List

Submitted By: Anita Jimenez, Deputy City Clerk

September 23, 2011

28

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)
	Vacant	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Ruth Gray	(13)
Rounds	Vacant	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Vacant	(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)
	Vacant	(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
Irene Redondo Churchward
(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	Gustavo Velasco
Serrano	Paula Minnehan
Trujillo	Amparo Oblea

Committee Representatives

Beautification Committee	Marlene Vernava
Historical Committee	Larry Oblea
Planning Commission	Frank Ybarra
Chamber of Commerce	Tom Summerfield

Council/Staff Representatives

Council	Richard Moore
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	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)
	Vacant	(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)
	Vacant	(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	Larry Oblea
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

Arcelia Valenzuela

Moore

Manny Zevallos

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)

Prospective Members for Various Committees/Commissions

Beautification

Sadie Calderon

Community Program

Family & Human Services

Miguel Estevez

Raul Miranda, Jr.

A.J. Hayes

Heritage Arts

A.J. Hayes

Historical

Personnel Advisory Board

Parks & Recreation

Angelica Miranda

Raymond Reyes

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Yardley Castellanos

Alyssa Portillo

Victoria Ramirez

Felipe Rangel