



# 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

JULY 26, 2011  
6:00 P.M.

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

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

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

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

**Please Note:** Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday. 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 June 23, 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 Regular Water Utility Authority Meeting of June 23, 2011

**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.

**COMMUNITY DEVELOPMENT COMMISSION**

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

6. **CONSENT AGENDA**

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

A. Approval of Minutes of the Adjourned Community Development Commission Meeting of June 18, 2011

B. Approval of Minutes of the Regular Community Development Commission Meeting of June 23, 2011

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

**NEW BUSINESS**

7. Approval of Ameron Settlement

**Recommendations:** That the Community Development Commission: (1) Approve the settlement with Ameron (amount confidential); and (2) Authorize Commission Attorney to execute a settlement agreement.

8. **CLOSED SESSION**

Conference with Legal Counsel--Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

**One case**

**CITY COUNCIL**

9. **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 Adjourned City Council Meeting of June 18, 2011

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

B. Approval of Minutes of the Regular City Council Meeting of June 23, 2011

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

**ORDINANCE FOR PASSAGE**

10. Ordinance No. 1024 – Ordering the Levy of a Special Tax in Accordance with the Amended and Restated Rate and Method of Apportionment within CFD No. 2002-1

**Recommendation:** That the City Council adopt Ordinance No. 1024, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

11. Ordinance No. 1025 – Ordering the Levy of a Special Tax in Accordance with the Amended and Restated Rate and Method of Apportionment within CFD No. 2004-1

**Recommendation:** That the City Council adopt Ordinance No. 1025, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

12. **UNFINISHED BUSINESS**

Fiscal Year 2011-12 City Budget Follow Up Actions

**Recommendation:** That the City Council, Community Development Commission, and Water Utility Authority authorize the following: (1) Adopt the adjustments to the Fiscal Year 2011-12 as presented herein under "Budget Adjustment Recommendations"; (2) Establish the Utility User's Tax (UUT) Rate at 3.5% for FY 2011-12; and, (3) For implementation in FY 2012-13, direct Staff to develop a UUT Single Pay Option Program with a two percent (2%) discount.

**NEW BUSINESS**

13. Adoption of Resolutions Nos. 9339 and 9340 and the Approval of Two Contracts with the State Department of Education

**Recommendation:** That the City Council approve Resolutions Nos. 9339 and 9340 authorizing the renewal of Contracts Nos. CSPP-0177 and CFCC-1009 with the State Department of Education for Fiscal Year 2011/2012 for the purpose of providing child care and development services for children ages birth through 5 years of age.

# *City of Santa Fe Springs*

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

July 26, 2011

14. Resolution No. 9341 Approving and Authorizing an Application for the 2011/2012 Used Oil Payment Program (2<sup>nd</sup> Cycle)

**Recommendation:** That the City Council adopt Resolution No. 9341 approving participation through CalRecycle for the 2011/2012 2<sup>nd</sup> Cycle Used Oil Payment Program, and designate the City Manager to execute all necessary application, contracts, payment requests, agreements, and amendments for the Grant.

**Please note:** Item Nos. 15 – 26 will commence in the 7:00 p.m. hour.

15. **INVOCATION**

16. **PLEDGE OF ALLEGIANCE**

## **INTRODUCTIONS**

17. Representatives from the Youth Leadership Committee

18. Representatives from the Chamber of Commerce

19. **ANNOUNCEMENTS**

## **PRESENTATIONS**

20. Introduction of New Santa Fe Springs Policing Team Members

21. Introduction of New City Employees

22. Proclaiming the Month of July as "Parks and Recreation Month"

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

24. **ORAL COMMUNICATIONS**

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

25. **EXECUTIVE TEAM REPORTS**

26. **ADJOURNMENT**

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

  
Anita Jimenez

Deputy City Clerk

July 21, 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**

**June 23, 2011**

**1. CALL TO ORDER**

Mayor Serrano called the Regular Water Financing Authority, Public Utility Authority, Community Development Commission, and City Council meetings to order at 6:05 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; Wayne Morrell, Principal Planner; 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

**JOINT COMMUNITY DEVELOPMENT COMMISSION  
CITY COUNCIL BUDGET STUDY SESSION**

**UNFINISHED BUSINESS**

**3. Adoption of the FY 2011-12 City Budget Including Actions and Contingencies as Set Forth in the Recommendations Contained Herein**

**Recommendation:** That the City Council and Community Development Commission adopt the Fiscal Year 2011-12 City Budget as proposed, including the actions as set forth herein.

Thaddeus McCormack stated that the FY 2011-12 City Budget had been introduced at the Council meeting of June 6, in addition, two Council Sub-committee meetings were held on June 13 and 14, and a CDC/Council Study Session was held on June 18. Minor changes were made to the original budget based on input from those meetings and changes in actual costs incurred. A \$1,193,300 deficit remains mainly due to labor cost increases. Voluntary pay cuts taken by City employees and City Council assisted the City in making it through last year. This year the City is facing an increase of \$1,000,000 in labor costs, \$500,000 in medical obligations (GASB) to the State, and \$2,000,000 when the voluntary pay cuts cease. Sales tax is the City's largest revenue and although there has been an increase in sales tax generated, it is not expected to return to past

levels any time soon. The City faces challenges now and in long-term structural issues, employee retirement. The City has been working with the employee groups to solve this issue in a manner that best serves the community as a whole and considers needs well into the future. Hoping that the economy will rebound is not an option. The City needs to reverse rising expenditures and operate within its means.

- The 6100 account, Community Support, has been reduced from \$170,000 to \$165,250.
- Close Center Court and move \$240,000 to the Aquatic Center which would allow the facility to be opened earlier next year.
- Reduce water expenditures by \$200,000

Thaddeus McCormack stated that staff is recommending that the Water Utility, Community Development Commission and the City Council take the following actions:

- Complementary to adoption of the City Budget, approve as part of the consolidated Budget document, the Community Development Commission and Water Authority budgets.
- Authorize Staff to commence a comprehensive fee survey and study that will both compare existing Santa Fe Springs fees with surrounding cities, as well as determine the appropriateness of existing fees vis-à-vis related costs.
- Complementary to the adoption of the City Budget, approve a Fee Schedule the same as FY 2010-11's with the following changes:
  - Reduce fee for "Reconsideration (DPA or CUP)" from \$1,140 to \$570
  - Reduce Annual fee for "non-Adult Entertainment" from \$1,642 to \$821
- Authorize payment to the CJPIA of the CDC's portion of the City's one-time "Retrospective Contribution" totaling \$184,000, using CDC funds.
- Direct Staff to provide the City Council with a First Quarter City Budget Review report by mid-November and, if necessary, schedule a Review Budget Study Session no later than Mid-December and, in so doing, make appropriate recommendations to the City Council in response to changing fiscal conditions.
- Direct Staff to bring back to the City Council within 45 days a comprehensive Budget Preparation and Adoption Process that begins the process earlier than has been done in the past and increases public input to the process.

Thaddeus McCormack recommended that the Budget be approved with the following contingencies:

- Approve the Budget(s) inclusive of deficit(s), and with the above mentioned changes, with the following understanding/contingencies:
  - As proposed, the General Fund portion of the City Budget is not "Balanced." The Budget Gap is \$1,193,300. Additionally, the Water Utility Budget contains a \$122,000 deficit. If these gaps are not remedied through savings achieved through the meet and confer process with the two employee groups, staff will submit supplemental recommendations to the City Council, the effect of which will be to fill these gaps.

- It is understood that the City Budget will be modified upon completion of negotiations and discussions with the City's labor associations. Upon resolution of the outstanding issues, staff will return to the City Council with the related MOUs and Budget amendments.
- It is understood that the Budget assumes that the CDC will not be eliminated through actions by the State. As of this writing, the Legislature has passed legislation that would do so, however the bills have not been sent to the Governor for his signature/veto. Despite this troubling turn of events, it is still felt that the League/CRA compromise bill that would allow for the extension of Redevelopment will prevail. If, however, Redevelopment is eliminated, staff will immediately return to the City Council/CDC with a report and related recommendations.

Councilmember González moved the approval of Item 3 as outlined above; Mayor Pro Tem Rounds seconded the motion, which passed by the following roll call vote:

Ayes:	González, Moore, Rounds, Serrano, Trujillo
Noes:	None
Abstain:	None
Absent:	None

Councilmember Moore asked if the CUP review schedule would remain the same after the CUP fee reduction. Thaddeus McCormack stated that it was intended to remain the same unless Council wants to give a different direction. Councilmember Moore stated that he was satisfied with the fee.

Councilmember Moore thanked the employees for the sacrifices they made last year in helping the City to meet budget needs. He added that he has spoken with several residents regarding employee benefit costs and it was agreed that future costs need to be addressed.

Mayor Serrano agreed.

Mayor Pro Tem Rounds thanked the employees for their hard work. He added that the Council had studied the budget issues very carefully over the past few weeks at the Subcommittee meetings and the Study Session. Therefore, the Council did not have many questions tonight.

Thaddeus McCormack stated that these are very difficult times and he is proud to provide the community with a budget that does not cut any more programs. He thanked the employees. He acknowledged that the employees care immensely about this community but, the City cannot afford to continue to pay rising costs of benefits. He also thanked the Finance staff for their work on the budget.

Mayor Serrano thanked the employees and gave them credit for helping to make the City what it is today. He stated that the employees are appreciated for taking pay cuts and still giving their all to provide services to the community.

Councilmember Trujillo thanked the employees, especially Jose Gomez for the long hours he has worked.

## **PUBLIC FINANCING AUTHORITY**

### **4. CONSENT AGENDA**

- A. Approval of Minutes of the May 26, 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.

Director Moore moved the approval of Items 4A and B; Director Trujillo seconded the motion, which carried unanimously.

## **WATER UTILITY AUTHORITY**

### **5. CONSENT AGENDA**

- A. Approval of Minutes of the Regular Water Utility Authority Meeting of May 26, 2011

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

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

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

Director González moved the approval of Items 5A and B; Vice Chairperson Rounds seconded the motion, which carried unanimously.

### **6. AWARD OF CONTRACT**

Hydrogeological Services for a New Water Production Well in Zone II

**Recommendations:** That the Water Utility Authority: 1) Award a contract to Geoscience Support Services, Inc. in the amount of \$152,328 for hydrogeological services for the construction of a new water production well in Zone II; and 2) Authorize the Director of Public Works to execute the agreement for the hydrogeological services for the construction of a new water production well in Zone II.

Director González moved the approval of Item 6; Director Trujillo seconded the motion, which carried unanimously.

## **COMMUNITY DEVELOPMENT COMMISSION**

### **7. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

No reports.

### **8. CONSENT AGENDA**

- A. Approval of Minutes of the Regular Community Development Commission Meeting of May 26, 2011

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

- B. Receive and File the Annual Special Tax Levy Annual Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for FY 2010-11

**Recommendation:** That the Community Development Commission receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for 2010-11.

Vice Chairperson Rounds moved the approval of Items 8A and B; Commissioner Trujillo seconded the motion, which carried unanimously.

### **9. JOINT PUBLIC HEARING – Sale of Residential Property**

Joint Public Hearing on the Sale of a Community Development Commission-Owned Property Acquired and to be Constructed for Sale under the Housing Acquisition and Rehabilitation Program (HARP) Located at 11010 Davenrich Street, Approval of City Council Resolution No. 9326 and Community Development Commission Resolution No. 262-2011

**Recommendations:** That the City Council and Community Development Commission: 1) Open the Joint Public Hearing and receive comments; 2) Find that the proposed sale of the subject property is pursuant to and in furtherance of the Redevelopment Plan and Housing Set-Aside requirements for the Consolidated Redevelopment Project for which environmental documents were previously prepared; 3) Find that the sale of the subject property is for affordable housing purposes and that said sale price is consistent with Redevelopment Law and appropriate to effectuate the purposes of the Redevelopment Plan; and, 4) That the City Council approve Resolution No. 9326 and that the Community Development Commission approve Resolution No. 262-2011.

Steve Skolnik stated that this was a joint proceeding of the Community Development Commission and the City Council.

Mayor Serrano opened the Public Hearing at 6:35 p.m.

Wayne Morrell gave a presentation.

There being no one else wishing to speak, Mayor Serrano closed the Public Hearing at 6:38 p.m.

Commissioner González moved the approval of CDC Item 9 and CC Item 13; Commissioner Trujillo seconded the motion, which carried unanimously.

Mayor Serrano called on Wayne Morrell to assist with the presentation to the new owners of the home.

### **NEW BUSINESS**

**10. Development Plan Approval Case Nos. 868 and 869**

A request to allow the construction of two (2) concrete (spec) tilt-up industrial buildings of 43,187 sq. ft. (Building 1) and 50,669 sq. ft. (Building 2) respectively, on the undeveloped property located at the northwest corner of Norwalk boulevard and Smith Avenue, in the M-2, Heavy Manufacturing Zone, within the consolidated Redevelopment Project Area. (Eric Hildebrand for CSIR WR Santa Fe Springs, LLC)

**Recommendations:** That the Community Development Commission: 1) Find that the proposed project will be harmonious with the adjoining properties and surrounding uses in the area and that the use will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies, and programs of the City's General Plan; 2) Approve DPA Case Nos. 868 and 869, subject to the conditions of approval as contained within the Staff Report.

Vice Chairperson Rounds moved the approval of Item 10; Commissioner González seconded the motion, which carried unanimously.

**11. Approval of Agreement between the City of Santa Fe Springs and A.C. Lazzaretto & Associates**

**Recommendation:** That the Community Development Commission approve the attached Consultant Agreement with A.C. Lazzaretto & Associates.

Steve Skolnik stated that this is a joint Community Development Commission and City Council action.

Commissioner Moore moved the approval of CDC Item 11 and CC Item 22; Commissioner González seconded the motion, which carried unanimously.

### **CITY COUNCIL**

**12. 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 Regular City Council Meeting of May 26, 2011**

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

- B. Conference and Meeting Report – Councilmember Moore’s Attendance at the 2011 International Council of Shopping Centers (ICSC) Conference

**Recommendation:** That the City Council receive and file the report.

- C. Conference and Meeting Report – Councilmember Trujillo’s Attendance at the League of California Cities’ Legislative Action Days 2011

**Recommendation:** That the City Council receive and file the report.

- D. Receive and File the Annual Special Tax Levy Annual Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for FY 2010-11

**Recommendation:** That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for Fiscal Year 2010-11.

Commissioner González moved the approval of Items 12A, B, C, and D; Mayor Pro Tem Rounds seconded the motion, which carried unanimously.

**13. JOINT PUBLIC HEARING – Sale of Residential Property**

Joint Public Hearing on the Sale of a Community Development Commission-Owned Property Acquired and to be Constructed for Sale under the Housing Acquisition and Rehabilitation Program (HARP) Located at 11010 Davenrich Street, Approval of City Council Resolution No. 9326 and Community Development Commission Resolution No. 262-2011

**Recommendations:** That the City Council and Community Development Commission: 1) Open the Joint Public Hearing and receive comments; 2) Find that the proposed sale of the subject property is pursuant to and in furtherance of the Redevelopment Plan and Housing Set-Aside requirements for the Consolidated Redevelopment Project for which environmental documents were previously prepared; 3) Find that the sale of the subject property is for affordable housing purposes and that said sale price is consistent with Redevelopment Law and appropriate to effectuate the purposes of the Redevelopment Plan; and, 4) That the City Council approve Resolution No. 9326 and that the Community Development Commission approve Resolution No. 262-2011.

This item was addressed on the CDC agenda. See Item 9.

**14. AWARD OF CONTRACT**

Improvement of Pioneer Boulevard North of Los Nietos Road

**Recommendations:** That the City Council: 1) Approve plans and specifications for the Improvement of Pioneer Boulevard North of Los Nietos Road; 2) Approve the carry over of 5310-4800 funds (\$124,000) from FY-10/11 to FY-11/12 budget; 3) Accept the bids for the Improvement of Pioneer Boulevard North of Los Nietos Road; and, 4) Award a contract to R.J. Noble of Orange, California, in the amount of \$144,309.90.

Staff requested that this item be continued to the Council meeting of July 14 in order to allow staff to provide additional information.

Mayor Pro Tem Rounds made a motion to move Item 14 to the July 14 agenda; Councilmember Moore seconded the motion, which carried unanimously.

**15. PUBLIC HEARING**

Resolution No. 9329 - Adoption of the 2010 - 2014 Urban Water Management Plan

**Recommendations:** That the City Council: 1) Conduct a Public Hearing on the 2010 – 2014 Urban Water Management Plan for the City of Santa Fe Springs; and, 2) Adopt Resolution No. 9329, approving the Plan and authorizing the Director of Public Works to submit the Plan to the State Department of Water Resources.

Mayor Serrano opened the Public Hearing at 6:43 p.m. There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:44 p.m.

Councilmember Moore moved the approval of Item 15; Councilmember Trujillo seconded the motion, which carried unanimously.

**NEW BUSINESS**

**16. Approval of Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Employees Association**

Thaddeus McCormack stated that the City and the Associations have not come to agreements yet and recommended that Items 16, 17, and 18 be continued to an Adjourned City Council meeting to be held July 7 at 7:00 p.m.

Councilmember Trujillo moved to continue Items 16, 17, and 18 to the July 7 meeting; Councilmember González seconded the motion which carried unanimously.

**17. Approval of Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association**

See Item 16.

**18. Approval of Compensation Package for Management, Confidential Employees, and Part-time Non-represented Employees**

See Item 16.

**19. Resolution No. 9327 – Adoption of Annual Appropriation (GANN) Limit for FY 2011-12**

**Recommendation:** That the City Council adopt Resolution No. 9327 setting the appropriation limit for Fiscal Year 2011-12.

Councilmember González moved the approval of Items 19 and 20; Councilmember Trujillo seconded the motion, which carried unanimously.

20. Resolution No. 9328 – Adoption of Fund Balance Policy in Accordance with Governmental Accounting Standards Board (GASB) Statement No. 54

**Recommendation:** That the City Council adopt Resolution No. 9328 establishing a Fund Balance Policy in accordance with the requirements of GASB Statement No. 54.

See item 19.

21. Authorize Write-off of Certain Invoices Deemed Non-collectible

**Recommendation:** That the City Council authorize the Director of Finance and Administrative Services to write-off invoices deemed non-collectible.

Councilmember González moved the approval of Items 21, 23, 24, and 25; Mayor Pro Tem Rounds seconded the motion, which carried unanimously.

22. Approval of Agreement between the City of Santa Fe Springs and A.C. Lazzaretto & Associates

**Recommendation:** That the City Council approve the attached Consultant Agreement with A.C. Lazzaretto & Associates.

See Item 11.

23. Resolution No. 9330 – Participation in a Regional Alliance with the Los Angeles Gateway Integrated Regional Water Management Joint Powers Authority to Facilitate Compliance with SBX7-7, the Water Conservation Act of 2009

**Recommendations:** That the City Council: 1) Approve the City's participation in the Regional Authority being formed by the Gateway; and 2) Adopt Resolution No. 9330 authorizing and approving the Letter of Agreement.

See Item 21.

24. Extension of Contract for Traffic Engineering Support Services

**Recommendations:** That the City Council: 1) Approve an extension of the contract with Coory Engineering to provide traffic engineering support services through December 31, 2011; and 2) Authorize the Director of Public Works to execute a contract amendment including the extension and with a not-to-exceed budget of \$60,000.

See Item 21.

25. Approval of Pipeline License Agreement with Burlington Northern Santa Fe Railway (BNSF) for the Valley View Avenue Grade Separation Project – 12" City Water Main

**Recommendations:** That the City Council: 1) Approve the Pipeline License Agreement with BNSF for the Valley View Avenue Grade Separation Project – 12-inch City Water

Main; and 2) Authorize the Director of Public Works to execute the Pipeline License Agreement.

See Item 21.

26. Resolution Nos. 9331 & 9332 – Approval of Engineer's Report (FY 2011/12) in Conjunction with Annual Levy of Assessments for Heritage Springs Assessment District 2001-1

**Recommendations:** That the City Council: 1) Adopt Resolution No. 9331, approving the Engineer's Report (FY 2011/12) in conjunction with the annual levy of assessments for Heritage Springs Assessment District 2001-1; and 2) Adopt Resolution No. 9332, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District 2001-1, and setting the Public Hearing for the Council meeting of July 14, 2011.

Councilmember González moved the approval of Item 26; Councilmember Moore seconded the motion, which carried unanimously.

Mayor Serrano recessed the meeting at 6:47 p.m. for the Council to go into Closed Session.

27. **CLOSED SESSION**  
CONFERENCE WITH LABOR NEGOTIATORS

**Agency Designated Representatives:** City Manager, City Attorney, Director of Finance and Administrative Services, Human Resources Manager

**Employee Organization:** Santa Fe Springs Employees' Association

28. **CLOSED SESSION**  
CONFERENCE WITH LABOR NEGOTIATORS

**Agency Designated Representatives:** City Manager, City Attorney, Director of Finance and Administrative Services, Fire Chief, Human Resources Manager

**Employee Organization:** Santa Fe Springs Firefighters' Association

Mayor Serrano reconvened the meetings at 7:18 p.m.

29. **INVOCATION**  
The Invocation was led by Councilmember González.

30. **PLEDGE OF ALLEGIANCE**  
The Pledge of Allegiance was led by the Youth Leadership Committee.

**INTRODUCTIONS**

31. Representatives from the Youth Leadership Committee introduced themselves. Mayor Serrano introduced former school board member Laurie Rios.

32. No representatives from the Chamber of Commerce were present.

33. **ANNOUNCEMENTS**

Hilary Keith gave the Community Services announcements.

**PRESENTATIONS**

34. Milestones Presentation

Julie Herrera, Public Relations Specialist spoke about the people being recognized and the milestones they had reached.

Amelia Acosta was recognized for celebrating her 80<sup>th</sup> birthday.  
Jesus & Elisa Acevedo were recognized for celebrating their 50<sup>th</sup> wedding anniversary.  
Jose & Isora Gonzalez were recognized for celebrating their 50<sup>th</sup> wedding anniversary.

Mayor Serrano presented certificates to all.

35. Older American Nominee Presentation

Ed Ramirez, Family & Human Services Supervisor introduced Janie Aguirre and spoke about her volunteer activities and her recognition at the Older American Recognition Day.

Mayor Serrano presented Ms. Aguirre with one plaque from the Older American event and one from the Santa Fe Springs City Council. Mayor Serrano also acknowledged the extensive volunteer work that Gilbert Aguirre, Janie's husband, also contributed to the City. Janie Aguirre stated that she didn't think she deserved an award; she was just doing what she loved. She stated that all residents have a responsibility to become involved in their community. She also told the City Council that they were doing a great job.

Councilmember González stated that he lived next door for the Aguirres for many years and thanked them for all their support through the years.

36. Teacher of the Year Presentation

Julie Herrera, Public Relations Specialist, called on the Principals and/or school representatives to speak about each Teacher of the Year:

Timothy Jimenez, St. Paul High School  
Ken LaVigne, La Serna High School  
Kathy Tahmizian, Rancho Santa Gertrudes Elementary  
Emily Waimrin, Lakeview Elementary School

Mayor Serrano thanked each recipient on behalf of the City Council for their dedication to the students and presented them with certificates.

Mayor Serrano introduced School Board Members Lynn Berg and Ronald Gonzales-Lawrence.

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

Mayor Serrano appointed Sally Gaitan to the Beautification Commission.

**38. Committee Re-Appointments**

The following committee reappointments were made:

Councilmember González

Beautification Committee – May Sharp, Marlene Vernava  
Family and Human Services Committee – Angelica Miranda  
Historical Committee – Gilbert Aguirre, Janie Aguirre, Sally Gaitan  
Senior Citizens Committee – Janie Aguirre, Ed Duran  
Sister City Committee – Jimmy Mendoza

Councilmember Moore

Beautification Committee – Guadalupe Placencia, Ruth Gray  
Community Program Committee – Mary Jo Haller, Lynda Short  
Family and Human Services Committee – Laurie Rios, Margaret Bustos  
Historical Committee – Amparo Oblea  
Parks & Recreation Committee – Janet Rock  
Senior Citizens Committee – Pete Vallejo  
Sister City Committee – Mary Reed, Peggy Radoumis, Jeannette Wolfe

Councilmember Trujillo

Beautification Committee – Rosalie Miller, A. J. Hayes  
Family and Human Services Committee – Alicia Mora  
Historical Committee – Merrie Hathaway  
Parks & Recreation Committee - Christina Maldonado, Arcelia Miranda  
Senior Citizens Committee – Gilbert Aguirre, Margaret Bustos  
Sister City Committee – Dolores Romero, Marcella Obregon

Mayor Pro Tem Rounds

Beautification Committee – Annette Ledesma  
Family and Human Services Committee – Janie Aguirre, Ted Radoumis  
Historical Committee – Janice Smith, Mark Scoggins  
Parks & Recreation Committee – Mark Scoggins  
Senior Citizens Committee – Gloria Vasquez, Lorena Huitron, Berta Sera  
Sister City Committee – Ted Radoumis

Mayor Serrano

Beautification – Vada Conrad  
Community Program Committee – Mary Anderson, Dolores Romero  
Family & Human Services Committee – Gilbert Aguirre, Manuel Zevallos  
Historical Committee – Larry Oblea  
Parks & Recreation Committee – Sally Gaitan, Fred Earl  
Personnel Advisory Board – Angel Munoz  
Senior Citizens Committee – Amelia Acosta, Jessie Serrano  
Sister City Committee – Laurie Rios, Doris Yarwood

**39. ORAL COMMUNICATIONS**

Mayor Serrano opened Oral Communications at 8:07 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 8:08 p.m.

**30. EXECUTIVE TEAM REPORTS**

Chief reported that the last day of formal inspections had ended for the Fire Dept. and they had done very well.

Jose Gomez thanked the City Council for their leadership during the budget process. He also thanked Thaddeus McCormack for his support.

Thaddeus McCormack wished everyone a Happy 4<sup>th</sup> of July.

Councilmember Moore stated that he had gone to some of the Fire inspections and thanked Chief Rodriguez for the professionalism of his department. Councilmember Moore also gave an oral report of his attendance at the SDI conference in San Diego.

Councilmember González thanked staff for their commitment and hard work and stated that Thaddeus McCormack was doing a great job.

**31. ADJOURNMENT**

Mayor Serrano adjourned the Water Utility Authority and Public Financing Authority meetings to Tuesday, July 26 at 6:00 p.m. in the Council Chambers; the Community Development Commission meeting to Thursday, July 14 at 6:00 p.m. in the Council Chambers; and the City Council meeting to Thursday, July 7 at 7:00 p.m. in the Council Chambers.

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Joseph D. Serrano, Sr.  
Mayor

ATTEST:

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Anita Jimenez, Deputy City Clerk



# *City of Santa Fe Springs*

Public Financing Authority Meeting

July 26, 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 City Council 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 6/30/11	None
Outstanding principal at 6/30/11	\$20,475,000

#### Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$17,540,000

#### Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$4,555,000

#### Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$4,325,000

#### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$2,920,000

#### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 6/30/11	1,538,121*
Outstanding principal at 6/30/11	\$29,864,247

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$14,940,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 6/30/11	None
Outstanding principal at 6/30/11	\$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.

**PLEASE REFER TO ITEM 3A**



# City of Santa Fe Springs

Water Utility Authority Meeting

July 26, 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 list of active water projects along with their current status:

##### New Well Located Within Zone II

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. Hydrogeological Services for the new well construction are commencing in order to establish well design and drilling schedules.

##### Underpass Access Doors

This project involves the replacement of five existing access hatch covers at the Florence Avenue, Santa Fe Springs Road, Imperial Highway, Telegraph Road, and Carmenita Road Underpasses. Project is anticipated to be completed by the end of August 2011.

##### South Coast Air Quality Management District Retrofits

Staff is in the process of developing specifications for the replacement of emission control units on all Internal Combustion Engines that provide potable water delivery throughout the City. The Internal Combustion Engines are located at the City Reservoirs. Estimates for new catalytic converters and related monitoring equipment are being requested.

#### FISCAL IMPACT

The projects are currently fully funded through the Capital Improvement Project 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. The Underpass Access Doors will provide staff with a safe entry into the confined spaces of the underpasses to conduct maintenance. New emission control units will help meet new air quality standards set forth by the SCAQMD.

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

Date of Report: July 19, 2011

4B

A handwritten signature in cursive script, appearing to read "Thaddeus McCormack", followed by the initials "for".

Thaddeus McCormack  
Executive Director

Attachment(s):  
None.

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

**JUNE 18, 2011**

**1. CALL TO ORDER**

Mayor Serrano called the Community Development Commission and City Council meetings to order at 10:12 a.m.

**2. ROLL CALL**

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

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Serrano.

**3. ORAL COMMUNICATIONS**

Mayor Serrano opened Oral Communications at 10:15 a.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 10:16 a.m.

**4. BUDGET STUDY SESSION**

Thaddeus McCormack thanked the Finance Director and his staff for their work on the budget. Mayor Serrano also thanked the Council Budget Sub-committee and staff for their work on the budget.

Thaddeus McCormack stated that staff was available to answer any questions that the Council may have on the budget.

Thaddeus McCormack stated that staff had prepared a transitional budget ending a 3-year period of drastic cuts to the City's budget totaling \$12 million and a decrease in the City's labor force of 15% and that any further cuts to the budget would diminish the City's ability to provide services to the community. He stated that the budget was prepared assuming that Redevelopment will be preserved, if not, staff is prepared to come back to the City Council immediately to deal with the ramifications.

Thaddeus McCormack stated that the City must operate more cautiously. Revenue decreased over the past three years, but has come up slightly this past year, in part, due to the Utility Users' Tax and there has been a slight increase in sales tax. Increases in labor benefit costs have outpaced the revenue growth resulting in a \$1.2 million budget gap. Labor benefit costs, specifically retirement costs, are expected to continue to increase in the future.

6A

The City Manager recommended that the City deal with these anticipated increases now.

Jose Gomez stated that the projected sales tax revenues are on the conservative side. There is a \$3.8 million surplus in the CDC budget. It is possible that the City could enter into a voluntary contribution agreement of 1% of gross revenues to assist the State. The benefit to the agencies would be a time extension of the project from which the contribution was made.

Councilmember González stated that the possibility of Redevelopment Agencies being eliminated is a devastating issue given the number of people who depend on Redevelopment for their paycheck.

Paul Ashworth stated that the impact would be felt beyond that of government employees, the entire construction industry throughout the State would be devastated. Redevelopment contributes \$40 million of construction work to the State and is the second largest construction job generator.

Councilmember González stated that the consultants used to project the City's sales tax revenues have been off for the past few years and perhaps it is time to look into other companies to provide this service. Jose Gomez stated that the City had recently been preparing two-year budgets, so the projections were 24 months out. The City is now preparing one-year budgets, so the projections are expected to be a bit more accurate. Thaddeus McCormack stated that staff would provide the City Council with a list of companies that could provide this service for the City. Councilmember González stated that when the City uses projections that are so far off, we end up having to use reserves to fill the gap and the City's reserves will only last so long. He added that the City Council needs to be more active in the budget process. Councilmember Moore stated that the City Manager was going to give the City Council quarterly reports on the budget and schedule sub-committee meetings as needed. Mayor Pro Tem Rounds asked how the City's consultants did on projecting sales tax revenues prior to 2007. Thaddeus McCormack stated that the information would be provided to Council.

Mayor Serrano recessed the meeting at 12:06 p.m.

Mayor Serrano reconvened the meeting at 12:57 p.m.

Councilmember Moore stated that the Council appreciates the employees and agrees that they deserve the pay they earn however he added that Council must address the issue of employee retirement costs or the City will not be able to survive. Thaddeus McCormack stated that the City's commitment is to serve the public into the future and to do that the City must address the issue of escalating employee retirement costs.

#### Public Works

Councilmember González asked if the City has a priority list for street improvements. Don Jensen stated that there was a priority list, but there is no money in the CIP budget to complete any additional repairs. Thaddeus McCormack stated that the Council sub-committee discussed the need to study funding options for street repairs.

Don Jensen stated that water use in the City is down, but the City's cost for water has increased over 30% in three years. He stated that the City may have to raise rates next year. He stated that costs can be better controlled when the City's new well is on-line because the City will purchase less water. Councilmember González asked if the City would be able to lower water rates at that time. Don Jensen answered that the rates could probably not be lowered, but would most likely rise at a slower rate.

Mayor Pro Tem Rounds asked if the costs due to engineering contracts are reimbursable by the State. Don Jensen stated that all costs related to the I-5 project are reimbursable by the State.

Councilmember Moore asked if it would be possible to generate more revenue by contracting street lighting maintenance services with more cities. Don Jensen stated that the return is small after all costs are factored in. Currently, we are at the point of needing additional staff to provide service to any additional cities. Mayor Serrano stated that if the City were able to contract with several cities, it might be profitable. A cost-benefit analysis will be performed and the results provided to the Council. Councilmember Moore thanked Don Jensen for the tour of the Valley View Grade Separation and requested a similar tour of the I-5 project.

#### Planning & Community Development

Paul Ashworth stated that this budget is a zero-growth budget. Councilmember Moore asked why the CDC budget had more overhead charges than most budgets. Thaddeus McCormack explained that the CDC is charged by other departments. Funds that come from outside sources are shown as overhead charges and subsequently shown as recovered charges in the Finance budget. Councilmember Moore asked if the CUP renewals would still be taken to the Planning Commission given that the City Attorney deemed that it was not necessary. Thaddeus McCormack stated it was a prudent measure to still follow this process. Paul Ashworth stated that at the Planning Commission level staff could ensure compliance with the CUP, but it was up to the City Council to determine if the compliance review process would continue.

#### Parks & Recreation

Carole Joseph stated that changes from last year include opening the Aquatic Center later. Although the Haunted House was in the budget last year, a decision was made not to have the event. The Haunted House is included in this budget. The Diamond and Center Court reflect a \$31,000 increase due to labor costs. Thaddeus McCormack asked Council to direct staff to study the possibility of an adult sports complex either at Lake Center Athletic Park or Little Lake Park. Mayor Serrano would like to study the possibility of having the Sister City become independent. Thaddeus McCormack stated that there still may be a role for the City to play in terms of delegation visits.

#### Library & Cultural Services

Joyce Ryan presented the budget. Councilmember Moore stated that he attended the First Night event and was very impressed with the program. He also commended the Library staff on the Cesar Chavez Reading Garden.

#### Family & Human Services

Maricela Balderas presented the budget. Mayor Pro Tem Rounds asked when the

Neighborhood Center renovation was expected to be completed. Maricela Balderas stated that the Neighborhood Center was schedule to re-open in January or February.

Mayor Serrano recessed the meeting at 2:25 p.m.

Mayor Serrano reconvened the meeting at 2:55 p.m.

#### Fire

Chief Rodriguez presented the budget.

#### Police Services

Dino Torres presented the budget. Councilmember González asked the reason for the increase in animal control services. Dino Torres stated that SEAACA requires a canvass to be performed this year. Rick Brown stated that the Youth Intervention Program has about 60 active cases. Thaddeus McCormack stated that Rick Brown and Paul Brascia are making strong connections at the schools. The program is currently housed at the Police Services Center but, it may be moved to the Betty Wilson Center to provide closer proximity to the schools. Rick Brown stated that being at the Police Services Center has strengthened partnerships with the Whittier Police Department.

#### Finance & Administrative Services

Councilmember Moore asked if a study has been done to compare the cost of electronic metering. Don Jensen stated that the change-over can be costly. Thaddeus McCormack stated that staff will bring information back to Council.

Thaddeus McCormack stated that many more questions had been raised during the sub-committee meetings and thanked the Council and staff for their work on the budget. Councilmember González thanked staff for their work and for being present on a Saturday. Mayor Pro Tem Rounds thanked those in the audience for staying until the end of the session. He stated that since his election in 2007, the City has had to continue to make cuts and there are still challenges ahead but, it looks like we are coming through these times with the help of employee sacrifices. Mayor Serrano stated that we are not living in the world of the past; we have pay for things we didn't used to have to pay for. Councilmember Moore thanked the employees for the sacrifices they have made and commended them for keeping services at a high level. He acknowledged that employees deserve the money they are paid but, the reality is that costs are rising and those costs need to be addresses. Councilmember Trujillo thanked staff for making the Council's job easier.

### 5. **ADJOURNMENT**

Mayor Serrano adjourned the meetings at 3:22 p.m.

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Joseph D. Serrano, Sr.  
Mayor

ATTEST:

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Anita Jimenez, Deputy City Clerk

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Date

**PLEASE REFER TO ITEM 3A**

**PLEASE REFER TO ITEM 6A**

**PLEASE REFER TO ITEM 3A**



## *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

### **ORDINANCE FOR PASSAGE**

Ordinance No. 1024 – Ordering the Levy of a Special Tax in Accordance with the Amended and Restated Rate and Method of Apportionment within CFD No. 2002-1

#### **RECOMMENDATION**

That the City Council adopt Ordinance No. 1024, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

#### **BACKGROUND**

On July 14, 2011, the City Council, with a unanimous vote, took the following actions required to complete the process of amending and restating the rate and method of apportionment of special tax under CFD No. 2002-1:

- Adopted Resolution No. 9333, a Resolution declaring results of the Special Election to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1;
- Adopted Resolution No. 9334, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1 are lawfully authorized;
- Had a first reading to adopt Ordinance No. 1024, an Ordinance of the City Council ordering the levy of special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

The purpose of the CFD is to repay an \$800,000 loan with a 5.75% interest rate made by the Community Development Commission to the developer of an industrial park on Bloomfield and Lakeland. The loan was used by the developer to complete certain required public infrastructure improvements needed to support the development and was to be repaid over a 15-year period through the establishment of the CFD special tax on the properties within the development. The obligation to pay special taxes to repay the loan was recorded as a lien on the title to each affected parcel within the development. The special tax is assessed on a pro-rata basis, based on building area, on each parcel within the development. CFD No. 2002-1 is comprised of three parcels.



## City of Santa Fe Springs

City Council Meeting

July 26, 2011

In addition to resetting the 15-year term of the repayment period, the proposed amendment and restatement of the rate and method of apportionment of the special tax for CFD No. 2002-1 adds an annual administrative expenses fee of \$6,500 (with an adjustment based on change in CPI) which is prorated to each of the parcel owners on the same basis (building area) as the special tax. These administrative expenses are directly related to the administration of CFD No. 2002-1, including but limited to preparing required collection schedules, complying with disclosure requirements and other required reporting. Due to an administrative oversight, the annual administrative expenses fee was not included in the original CFD No. 2002-1 rate and method of apportionment.

### Fiscal Impact

No portion of the loan would be forgiven as result of this action; only the duration of the special tax to pay back the loan will be modified. The outcome of this action would be to revise the 15-year tax duration beginning with the fiscal year 2011-12 property tax bill.

### Infrastructure Impact

The loan was used to complete certain required infrastructure improvements needed to support the development and will be repaid through the CFD special tax on the properties within the development. CFD No. 2002-1 includes an on-going infrastructure maintenance tax that extends beyond the 15-year tax repayment schedule.

Thaddeus McCormack  
City Manager

### Attachment:

Ordinance No.1024

## **ORDINANCE NO. 1024**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS LEVYING SPECIAL TAXES WITHIN CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2002-1 (BLOOMFIELD-LAKELAND) AND RESCINDING ORDINANCE NO. 927**

**WHEREAS**, the City Council of the City of Santa Fe Springs (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD; and

**WHEREAS**, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 6791 adopted by the City Council on July 25, 2002; and

**WHEREAS**, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

**WHEREAS**, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

**WHEREAS**, the public hearing was held on April 14, 2011, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

**WHEREAS**, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

**WHEREAS**, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution Calling Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, the proposed amended and restated Rate and Method of Apportionment of Special Tax (the "Amended and Restated Rate and Method") was attached as Exhibit A to the Resolution Calling Election; and

**WHEREAS**, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

**WHEREAS**, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the Amended and Restated Rate and Method; and

**WHEREAS**, the City Council subsequently adopted a "Resolution of Change" on July 14, 2011, pursuant to which it approved the Amended and Restated Rate and Method and provided that, from the effective date of the Resolution of Change, the special taxes levied in the CFD shall be levied in accordance with the Amended and Restated Rate and Method.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS**, as follows:

**Section 1.** By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Amended and Restated Rate and Method, which Amended and Restated Rate and Method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2011-12 and in each fiscal year thereafter for the period provided in the Amended and Restated Rate and Method.

**Section 2.** The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Amended and Restated Rate and Method.

**Section 3.** Except as set forth in the Amended and Restated Rate and Method and the Act, properties owned by entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum rates specified in the Amended and Restated Rate and Method.

**Section 4.** All of the collections of the special tax shall be used as provided for in the Act and in the Amended and Restated Rate and Method.

**Section 5.** The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to

provide all necessary information to the auditor/tax collector of the County of Los Angeles in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Los Angeles for fiscal year 2011-12 and for each fiscal year thereafter for the period of time provided in the Amended and Restated Rate and Method.

**Section 6.** This Ordinance rescinds in its entirety Ordinance No. 927, adopted by the City Council on October 24, 2002.

**Section 7.** If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

**Section 8.** The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

**Section 9.** This Ordinance shall take effect 30 days from the date of final passage.

\* \* \* \* \*

The foregoing Ordinance was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## ***City of Santa Fe Springs***

City Council Meeting

July 26, 2011

### **ORDINANCE FOR PASSAGE**

Ordinance No. 1025 – Ordering the Levy of a Special Tax in Accordance with the Amended and Restated Rate and Method of Apportionment within CFD No. 2004-1

#### **RECOMMENDATION**

That the City Council adopt Ordinance No. 1025, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

#### **BACKGROUND**

On July 14, 2011, the City Council, with a unanimous vote, took the following actions required to complete the process of amending and restating the rate and method of apportionment of special tax under CFD No. 2004-1:

- Adopted Resolution No. 9335, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1;
- Adopted Resolution No. 9336, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1 are lawfully authorized;
- Had a first reading to adopt Ordinance No. 1025, an Ordinance of the City Council ordering the levy of special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

The purpose of the CFD is to repay a \$700,000 loan with a 5.75% interest rate made by the Community Development Commission to the developer of an industrial park on Bloomfield and Lakeland. The loan was used by the developer to complete certain required public infrastructure improvements needed to support the development and was to be repaid over a 15-year period through the establishment of the CFD special tax on the properties within the development. The obligation to pay special taxes to repay the loan was recorded as a lien on the title to each affected parcel within the development. The special tax is assessed on a pro-rata basis, based on building area, on each parcel within the development. CFD No. 2004-1 is comprised of four parcels.



## *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

### Fiscal Impact

No portion of the loan would be forgiven as result of this action; only the duration of the special tax to pay back the loan will be modified. The outcome of this action would be to revise the 15-year tax duration beginning with the fiscal year 2011-12 property tax bill.

### Infrastructure Impact

The loan was used to complete certain required infrastructure improvements needed to support the development and will be repaid through the CFD special tax on the properties within the development.

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

Thaddeus McCormack  
City Manager

### Attachment:

Ordinance No.1025

**ORDINANCE NO.1025****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
LEVYING SPECIAL TAXES WITHIN CITY OF SANTA FE SPRINGS COMMUNITY  
FACILITIES DISTRICT NO. 2004-1 (BLOOMFIELD-FLORENCE) AND RESCINDING  
ORDINANCE NO. 963**

**WHEREAS**, the City Council of the City of Santa Fe Springs (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD; and

**WHEREAS**, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 7026 adopted by the City Council on October 28, 2004; and

**WHEREAS**, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

**WHEREAS**, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

**WHEREAS**, the public hearing was held on April 14, 2011, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

**WHEREAS**, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

**WHEREAS**, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" ("Resolution Calling Special Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, with respect to the proposed Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Resolution Calling Special Election (the "Amended and Restated Rate and Method"), which had been modified from the version approved by the City Council in the Resolution of Consideration; and

**WHEREAS**, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

**WHEREAS**, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the Amended and Restated Rate and Method; and

**WHEREAS**, the City Council subsequently adopted a "Resolution of Change" on July 14, 2011, pursuant to which it approved the Amended and Restated Rate and Method and provided that, from the effective date of the Resolution of Change, the special taxes levied in the CFD shall be levied in accordance with the Amended and Restated Rate and Method.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS**, as follows:

**Section 1.** By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Amended and Restated Rate and Method, which Amended and Restated Rate and Method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2011-12 and in each fiscal year thereafter for the period provided in the Amended and Restated Rate and Method.

**Section 2.** The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Amended and Restated Rate and Method.

**Section 3.** Except as set forth in the Amended and Restated Rate and Method and the Act, properties owned by entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum rates specified in the Amended and Restated Rate and Method.

**Section 4.** All of the collections of the special tax shall be used as provided for in the Act and in the Amended and Restated Rate and Method.

**Section 5.** The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Los Angeles in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Los Angeles for fiscal year 2011-12 and for each fiscal year thereafter for the period of time provided in the Amended and Restated Rate and Method.

**Section 6.** This Ordinance rescinds in its entirety Ordinance No. 963 adopted by the City Council on November 9, 2004.

**Section 7.** If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent

jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

**Section 8.** The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

**Section 9.** This Ordinance shall take effect 30 days from the date of final passage.

\* \* \* \* \*

The foregoing Ordinance was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

## **UNFINISHED BUSINESS**

### Fiscal Year 2011-12 City Budget Follow Up Actions

#### RECOMMENDATION

That the City Council, Community Development Commission, and Water Utility Authority authorize the following:

- Adopt the adjustments to the Fiscal Year 2011-12 as presented herein under "Budget Adjustment Recommendations"
- Establish the Utility User's Tax (UUT) Rate at 3.5% for FY 2011-12
- For implementation in FY 2012-13, direct Staff to develop a UUT Single Pay Option Program with a two percent (2%) discount.

#### BACKGROUND

The City Council, in their various capacities, adopted the Fiscal Year (FY) 2011-12 Budget at the June 23, 2011 meeting. The action was taken with the understanding that future action would be necessary to address a projected \$1.2 million deficit. The Council directed staff to close as much of the deficit as possible with labor cost savings achieved through negotiations with the two employee groups as well as the unrepresented Management Team, and to bring back recommendations for closing the remaining balance. At the July 7, 2011 meeting, the City Council adopted labor agreements with both groups of represented employees, as well as established compensation levels for unrepresented employees. The result of these agreements is a General Fund savings of approximately \$599,500 (\$749,400 for all funds), which leaves a remaining \$593,800 budget deficit. (\*Note: this figure does not factor in additional budget challenges that have arisen as a result of the recently adopted State Budget, which are addressed below).

Following are recommendations as to how the FY 2011-12 Approved Budget could be amended to close the deficit, thus balancing the budget.



# **City of Santa Fe Springs**

City Council Meeting

July 26, 2011

## **GENERAL FUND**

Below is a table summarizing the recommended modifications to the FY 2011-12 Budget, with a more detailed description of each item following the table:

Description	Amount
Gross Surplus/(Deficit)	\$ (1,193,300)
Labor Savings	599,500
Medical Insurance Savings	94,400
Sales Tax Revenue Increase	736,000
Water Utility Lease Revenue Reduction	(150,000)
VLF Revenue Elimination	(63,000)
Position Reclassification Cost	(7,200)
Revised Surplus/(Deficit)	\$ 16,400

### ***Budget Adjustment Recommendations:***

- Citywide Labor Savings – Recognize the budget savings achieved through the recently approved MOUs/agreements with the various employee groups and authorize the reduction of \$599,500 in General Fund monies (approximately \$749,400 for all funds combined) in the FY 2011-12 Budget.
- Sales Tax Revenue Adjustment – Based on the City's Sales Tax Consultant's recent upward revision to the forecasted sales tax revenue, increase the budgeted sales tax revenue from \$19,060,000 to \$19,796,000. This is a \$736,000 positive adjustment (approximately 3.9%), which is still well below the consultant's pessimistic scenario (\$353,000 less) and \$552,000 less than their "most likely" forecast scenario.
- Lease Payment from Water Utility Authority (WUA) - Authorize the reduction in the Water Utility Lease Payment to the General Fund from \$1.65 million to \$1.5 million. The reduction allows the Water Utility Fund to project a balanced budget.



## City of Santa Fe Springs

City Council Meeting

July 26, 2011

- **Vehicle License Fees (VLF) Revenue** – Reduce budgeted revenues from \$63,000 to zero to reflect the State's Budget actions. In summary, the State transferred approximately \$130 million in VLF revenues that normally went to cities to backfill funding for local COPS funding. The effect of this was to preserve the COPS funding but eliminate the Cities' portion of VLF.
- **Position Reclassification** – Based on a request from the General Employees Association and existing operational conditions, authorize the reclassification of an Administrative Clerk II position to Building Permit Clerk II. Consequently, increase the Planning and Development budget by \$7,200 to reflect the reclassification. The recommendation is the result of the position having assumed duties and responsibilities that are reflective of a Building Permit Clerk position for more than a year. This is one of two personnel actions included in the budget. The first, already authorized at the June 23 meeting as part of the budget actions, was the reclassification of a Librarian II to Librarian III.
- **Medical Insurance Savings** – Decrease the budgeted medical insurance appropriations Citywide by \$94,400 (General Fund) to reflect lower than budgeted increases in premiums. The original proposed budget included a projected increase of 10% effective January 2012, whereas the actual increase was recently announced to be 4.1%.
- **Budget Appropriations Transfer from Center Court to Aquatics** – Based on Council direction from the June 16<sup>th</sup> Budget Study Session, authorize the transfer of \$24,400 from Center Court (Activity #6273) to Aquatics Center (Activity #6265). There is no overall impact to the General Fund.

### WATER UTILITY FUND

Below is a table summarizing the recommended modifications to the FY 2011-12 Budget, with a more detailed description of each item following the table:

Description	Amount
Gross Surplus/(Deficit)	\$ (321,900)
Labor Savings	52,500
Water Operations Savings	206,000
Water Utility Lease Savings	150,000
Revised Surplus/(Deficit)	\$ 86,600



## City of Santa Fe Springs

City Council Meeting

July 26, 2011

### ***Budget Adjustment Recommendations:***

- Citywide Labor Savings – Same as noted above for the General Fund, recognize the budget savings achieved through the recently approved MOUs/agreements with the various employee groups. Authorize the reduction of \$52,500 in Water Utility Funds (approximately 7% of \$749,400 for all funds combined) in the FY 2011-12 Budget.
- Water Operations Savings – Decrease the budget in Water Purchases (Activity #9120) by \$206,000 to reflect lower than anticipated rate increases by Central Basin and the Water Replenishment District (WRD).
- Water Utility Lease Payment Reduction – As noted above in the General Fund recommendations, authorize the reduction in the Water Utility Lease Payment to the General Fund from \$1.65 million to \$1.5 million. The reduction allows the Water Utility Fund to project a balanced budget.

### **UTILITY USER'S TAX (UUT) RATE AND SINGLE PAYMENT OPTION**

In December 2010, the City Council set a "phase-in" UUT rate of 3.5%. At the time, the Council indicated that the phase-in rate would stand until at least June 30, 2011. Based on the Council's discussion on the matter at the various Budget sessions (i.e., Budget Subcommittee, Study Session, and regular Council Meeting) and comments heard from residents and businesses, it would be appropriate to continue the 3.5% rate until such time that the Council can better evaluate the actual amount of revenue that the UUT will generate and the fiscal impact that raising the rate would have on businesses and residents. Accordingly, the UUT rate for FY 2011-12 should be set at 3.5% rate for the duration of the fiscal year, or until such time that the Council deems it appropriate to adjust it. Pursuant to the previously adopted ordinance, the maximum amount per utility will continue to be \$20,000 with an overall maximum of \$40,000 for the fiscal year.

There has been discussion of a single payment option for businesses who anticipate that they will meet or exceed the annual UUT cap. With the option, there are financial and administrative benefits for both the City and business residents. Given the timing, Staff recommends that the Council authorize such an option at a two percent (2%) discount for implementation next fiscal year (FY 2012-13).

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the title.

Thaddeus McCormack  
City Manager



# *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

## **NEW BUSINESS**

Adoption of Resolutions No. 9339 and No. 9340 and the Approval of Two Contracts with the State Department of Education

### **RECOMMENDATION**

That the City Council approve Resolutions No. 9339 and No. 9340 authorizing the renewal of Contracts No. CSPP-0177 and No. CFCC-1009 with the State Department of Education for Fiscal Year 2011/2012 for the purpose of providing child care and development services for children ages birth through 5 years of age.

### **BACKGROUND**

Submitted for your approval is the 2011/2012 renewal of contracts with the California Department of Education to provide child care and development services. These contracts have been reduced to reflect the proposed State budget actions which include a 15% Maximum Reimbursable Amount (MRA) reduction, a reduction of income eligibility to 70% of the State median income, elimination of care for 11 and 12 year olds and a 10% increase of family fees. The combined contract amounts are \$658,520. Despite the reduction in these contract amounts, they are renewals to previous year contracts with the State and allow us to provide services to eligible children age birth to 5 years of age. The impact of the reduced contract amount translates into serving approximately 8 less children per year.

These contracts were prepared based on the proposed budget and issued to agencies prior to the Governor's signing of the State budget. Since then further changes have been made which impact our MRA. Therefore, these contracts will be amended in the coming months and reissued to agencies to reflect the newly signed FY 2011-2012 State budget which only takes an approximate 12% MRA reduction, and rescinds the increase in family fees and elimination of care for 11 and 12 year old children. However, in order to receive our monthly apportionments on time, we must return these current contracts and wait for the amendments. The bottom line is that we will see a slight increase in our MRA than what is reflected here (approximately \$20,000).

When the new contracts are received, staff will bring them before the Council for a new resolution.



# City of Santa Fe Springs

City Council Meeting

July 26, 2011

The 2011/2012 contracts are listed below:

<u>Resolution No.</u>	<u>Contract No.</u>	<u>Program Type</u>	<u>Total Contract Amount</u>
9339	CSPP-1173	California State Preschool	\$422,127
9340	CFCC-1009	Family Child Care Homes	\$236,393
		<b>TOTAL</b>	<b>\$658,520</b>

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack  
City Manager

Attachment(s)

Resolution 9339

California Dept. of Education Contract No. CSPP-1173

Resolution 9340

California Dept. of Education Contract No. CFCC-1009

**RESOLUTION NO. 9339**

**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 PROVIDING CHILD CARE AND  
DEVELOPMENTAL SERVICES  
TO STATE PRESCHOOL AGE CHILDREN IN FISCAL YEAR 2011-2012**

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 providing child care and development services to State Preschool age children in Fiscal Year 2011-2012

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorize approval of local Agreement No. CSPP - 0177 and authorize the Director of Family & Human Services, Maricela Balderas to sign the agreement.

PASSED AND ADOPTED THIS 26<sup>th</sup> day of July 2011.

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MAYOR

ATTEST:

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CITY CLERK

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1173

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

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 provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient 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 of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.01 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$422,127.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 12,412.0

Minimum Days of Operation (MDO) Requirement 249

Any provision of this contract found to be in violation of Federal and 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 \$ 422,127	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 422,127	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE	

Department of General Services  
use only

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-1173

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 51,505	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 51,505	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,353	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,353	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 196,201	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 196,201	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 146,068	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 146,068	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 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	

**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).)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1173

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

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 provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient 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 of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.01 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$422,127.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 12,412.0

Minimum Days of Operation (MDO) Requirement 249

Any provision of this contract found to be in violation of Federal and 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 \$ 422,127	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 422,127	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE	

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-1173

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 51,505	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 51,505	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,353	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,353	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 196,201	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 196,201	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 146,068	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 146,068	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 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	

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.

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.

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.

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](http://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,

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

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).)

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))

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.

**RESOLUTION NO. 9340**

**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 PROVIDING CHILD CARE AND  
DEVELOPMENTAL SERVICES TO STATE  
PRESCHOOL AGE CHILDREN IN FISCAL YEAR 2011-2012**

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 providing child care and development services to State Preschool age children in Fiscal Year 2011-2012.

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorize approval of local Agreement No. CFCC - 1009 and authorize the Director of the Family & Human Services, Maricela Balderas, to sign the agreement.

PASSED AND ADOPTED THIS 26<sup>th</sup> day of July 2011.

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MAYOR

ATTEST:

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CITY CLERK

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CFCC-1009

PROGRAM TYPE: FAMILY CHILD CARE  
HOMES

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 provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. 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.

Funding of this contract is contingent upon appropriation and availability of sufficient 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 of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$236,393.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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 \$ 236,393	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 236,393	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
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 See Attached		T.B.A. NO.		B.R. NO.	DATE

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CFCC-1009

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 55,064	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,064	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,312	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,312	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 151,017	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 151,017	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 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).)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12****DATE:** July 01, 2011**CONTRACT NUMBER:** CFCC-1009**PROGRAM TYPE:** FAMILY CHILD CARE  
HOMES**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 provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. 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.

Funding of this contract is contingent upon appropriation and availability of sufficient 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 of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$236,393.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 249

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 \$ 236,393	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 236,393	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
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 See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CFCC-1009

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 55,064	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,064	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,312	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,312	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 151,017	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 151,017	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 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	

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).

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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.

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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).)

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.

<b>Contractor/Bidder Firm Name (Printed)</b> City of Santa Fe Springs	<b>Federal ID Number</b> 95-0005874
<b>By (Authorized Signature)</b>  	
<b>Printed Name and Title of Person Signing</b>  	
<b>Date Executed</b>  	<b>Executed in the County of</b>  

### **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 lessor 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](http://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.



## *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

### **NEW BUSINESS**

Resolution No. 9341 Approving and Authorizing an Application for the 2011/2012 Used Oil Payment Program (2<sup>nd</sup> Cycle)

#### **RECOMMENDATION**

That the City Council adopt Resolution No. 9341 approving participation through CalRecycle for the 2011/2012 2<sup>nd</sup> Cycle Used Oil Payment Program, and designate the City Manager to execute all necessary application, contracts, payment requests, agreements, and amendments for the Grant.

#### **BACKGROUND**

The City of Santa Fe Springs has participated in the State-sponsored Used Oil Recycling Block Grant program through the State since 1997. CalRecycle provides funds to establish and maintain used oil and filter collection programs. Grants are calculated based on population. For the 2011-2012 Fiscal Year the City has been allocated \$5,000. The Block Grant is non-competitive and there are no matching fund requirements imposed by the State. These funds will continue to be used for a variety of purposes including public education, expansion or maintenance of existing used oil collection programs, purchase of equipment and supplies for the program, administrative and personnel expenses directly related to the used oil program, and related activities.

#### **FISCAL IMPACT**

There is no fiscal impact for this program as long as the parameters of the program are within the funding limits of the Grant application.

Thaddeus McCormack  
City Manager

#### **Attachment(s)**

Resolution No. 9341

RESOLUTION NO. 9341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
APPROVING AND AUTHORIZING AN APPLICATION FOR THE 2011/2012 USED OIL  
PAYMENT PROGRAM (2<sup>nd</sup> CYCLE)

WHEREAS, pursuant to Public Resources Code § 48690 the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, has established the Used Oil Payment Program (OPP) to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

WHEREAS, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

NOW, THEREFORE, BE IT RESOLVED that the City of Santa Fe Springs authorizes the submittal of a Used Oil Payment Program application to CalRecycle; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and empowered to execute in the name of the City of Santa Fe Springs all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Collection Program; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the City of Santa Fe Springs.

PASSED, APPROVED, AND ADOPTED this 26<sup>th</sup> day of July 2011.

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MAYOR

ATTEST:

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DEPUTY CITY CLERK



# *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

## **PRESENTATION**

### Introduction of New Santa Fe Springs Policing Team Member

#### RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services to introduce the newest members of the Santa Fe Springs Policing Team.

Jonathan Herrick, Whittier Police Officer  
Edgar Cabral, Whittier Police Officer

Thaddeus McCormack  
City Manager



# *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

## **PRESENTATION**

### Introduction of New City Employees

#### RECOMMENDATION

The Mayor may wish to call upon Parks and Recreation Director Carole Joseph, to assist with the presentation.

#### New Employees

Gregory Alaniz	Recreation Leader I
Elaine Balderrama	Recreation Leader I
Mariah Cardenas	Recreation Leader I
Joseph Dinh	Recreation Leader I
Jacob Espinoza	Recreation Leader I
Nicholas Espinoza	Recreation Leader I
Darien Estrada	Recreation Leader I
Alexander Garcia	Recreation Leader I
Anthony Harguindeguy	Recreation Leader I
Katherine McLeland	Instructor Lifeguard
Andrea Salas	Recreation Leader I
Katherine Salazar	Instructor Lifeguard (substitute)
Matias Sanchez	Recreation Leader I
Kristopher Tillman	Instructor Lifeguard (substitute)
Barbara Triolo	Recreation Leader I
Dominique Velasco	Recreation Leader I
Lauren Weitmann	Recreation Leader I
Stephanie Williams	Recreation Leader I

Thaddeus McCormack  
City Manager

Attachment  
none



# *City of Santa Fe Springs*

City Council Meeting

July 26, 2011

## **PROCLAMATION**

Proclaiming the Month of July as "Parks and Recreation Month"

### **RECOMMENDATION**

The Mayor may wish to call upon Carole Joseph, Director of Parks and Recreation, to assist with the presentation of the proclamation.

### **BACKGROUND**

The National Recreation and Park Association has designated the month of July as Parks and Recreation Month. Recreation facilities and parks across the country annually commemorate the month of July to kick off summer programming, and to unite communities together through many activities and special events focusing on cultural enrichment, but primarily through year long programs of youth and adult sports, recreational classes, day camp programs, aquatic classes, batting cages, and teen programming. Parks and Recreation professionals promote outdoor physical activities and advocate for public parks and recreation programs.

As we observe Parks and Recreation Month, we acknowledge the contributions of employees and volunteers throughout the country who assist public parks and recreation facilities. These dedicated supporters keep public parks clean and safe for visitors, organize and coach youth sports teams, provide recreation and leisure activities to stimulate and create physical and emotional growth for all segments of the community, and advocate for open space preservation. They ensure that public parks and recreation facilities are safe and accessible places for all citizens to "play."

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

Thaddeus McCormack  
City Manager

Attachment  
Proclamation

## **PROCLAMATION FOR PARKS AND RECREATION MONTH**

**WHEREAS**, the City of Santa Fe Springs Department of Community Services and its recreation professionals "Create Community through People, Parks, and Programs;" and

**WHEREAS**, our parks help to preserve and protect the natural and cultural resources of California; and

**WHEREAS**, Parks and Recreation strengthens community image and sense of place, and increases cultural unity; and

**WHEREAS**, Parks and Recreation promotes health and wellness, and reduces health care costs; and

**WHEREAS**, Parks and Recreation fosters human development, helping young people develop and grow into healthy adults, and helping adults continue to live longer; and

**WHEREAS**, Parks and Recreation facilitates community problem solving; and

**WHEREAS**, Parks and Recreation strengthens safety and security and reduces juvenile crime; and

**WHEREAS**, hundreds of Santa Fe Springs children, adults, and seniors benefit from the wide range of services, facilities and programs provided by the City of Santa Fe Springs;

**NOW, THEREFORE, I, Joseph D. Serrano, Sr.**, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim the month of July as

### **PARKS AND RECREATION MONTH**

in the City of Santa Fe Springs and urges all residents to enjoy and recognize the social, physical, mental, economic, environmental, and community benefits derived from our parks and recreation programs, services, and facilities which provide something of value to everyone.

Dated this 26th day of July 2011.

---

MAYOR

ATTEST:

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DEPUTY CITY CLERK



# City of Santa Fe Springs

City Council Meeting

July 26, 2011

## APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

### Committee Appointments

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	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	3	González
Youth Leadership	1	Rounds
Youth Leadership	3	Serrano

An application for the Youth Leadership Committee was received from Felipe Rangel. 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

July 19, 2011

## Prospective Members for Various Committees/Commissions

### **Beautification**

### **Community Program**

### **Family & Human Services**

Miguel Estevez  
Raul Miranda, Jr.

### **Heritage Arts**

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Angelica Miranda  
Raymond Reyes

### **Planning Commission**

### **Senior Citizens Advisory**

### **Sister City**

### **Traffic Commission**

### **Youth Leadership**

Drew Bobadilla  
Yardley Castellanos  
Alyssa Portillo  
Victoria Ramirez  
Felipe Rangel

## BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
<b>Moore</b>	Juliet Ray	(12)
	Vacant	(12)
	Annie Petris	(13)
	Guadalupe Placensia	(13)
	Ruth Gray	(13)
<b>Rounds</b>	Vacant	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Vacant	(13)
<b>Serrano</b>	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
<b>Trujillo</b>	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.
<b>Gonzalez</b>	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
<b>Moore</b>	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Vacant	(13)
<b>Rounds</b>	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
<b>Serrano</b>	Ruth Gray	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
<b>Trujillo</b>	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.
<b>Gonzalez</b>	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
<b>Moore</b>	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
<b>Rounds</b>	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
<b>Serrano</b>	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
<b>Trujillo</b>	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	Vacant
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.
<b>Gonzalez</b>	Jennie Carlos	(12)
	Frank Leader	(12)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
<b>Moore</b>	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Daniel Baca	(13)
<b>Rounds</b>	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Vacant	(13)
	Mark Scoggins*	(13)
<b>Serrano</b>	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(13)
	Fred Earl	(13)
<b>Trujillo</b>	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	6/30/2011

## 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.
<b>Gonzalez</b>	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
<b>Moore</b>	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Annie Petris	(13)
	Pete Vallejo	(13)
<b>Rounds</b>	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
<b>Serrano</b>	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
<b>Trujillo</b>	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.
<b>Gonzalez</b>	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
<b>Moore</b>	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
<b>Rounds</b>	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(13)
	Vacant	(13)
<b>Serrano</b>	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
<b>Trujillo</b>	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.
<b>Gonzalez</b>	Vacant	()
	Vacant	()
	Vacant	()
	Marilyn Llanos	(12)
<b>Moore</b>	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
<b>Rounds</b>	Vacant	()
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
<b>Serrano</b>	Vacant	()
	Vacant	()
	Vacant	()
	Ariana Gonzalez	(13)
<b>Trujillo</b>	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)