



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY WATER UTILITY AUTHORITY AND CITY COUNCIL

AUGUST 23, 2012
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

William K. Rounds, Mayor
Richard J. Moore, Mayor Pro Tem
Luis M. González, Councilmember
Laurie M. Rios, 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.*

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.*

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

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

1. CALL TO ORDER

2. ROLL CALL

Luis M. González, Director/Councilmember
Juanita A. Trujillo, Director/Councilmember
Laurie M. Rios, Director/Councilmember
Richard J. Moore, Vice Chair/Mayor Pro Tem
William K. Rounds, Chair/Mayor

6:00 P.M.

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 Public Financing Authority.

Approval of Minutes

- A. Minutes of the July 31, 2012 Adjourned Public Financing Authority Meeting

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

Monthly Report

- 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 Water Utility Authority.

Approval of Minutes

- A. Minutes of the July 31, 2012 Adjourned Water Utility Authority Meeting

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

Monthly Report

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

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

NEW BUSINESS

5. Water Well No. 12 – Construction of Storm Drain Improvements – Final Progress Payment

Recommendation: That the Water Utility Authority approve the Final Progress Payment (less 5% retention) to O'Duffy Bros., Inc. of Romoland, CA, in the amount of \$233,937.50 for the subject project.

HOUSING SUCCESSOR

NEW BUSINESS

6. Resolution No. HS-2012-003 – Adopting a Conflict of Interest Code

Recommendation: That the Housing Successor Agency adopt Resolution HS-2012-003 adopting a Conflict of Interest Code.

7. Lease of Housing Successor-Owned Land

Consideration of an Agreement for the temporary lease of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902)

Recommendation: That the City Council as Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

SUCCESSOR AGENCY

NEW BUSINESS

8. Resolution SA-2012-007 Approving the Successor Agency's Recognized Obligation Payment Schedules (ROPS) for January 1, 2013 Through June 30, 2013 (ROPS III)

Recommendation: That the Successor Agency adopt Resolution SA-2012-007.

9. Resolution No. SA-2012-008 – Adopting a Conflict of Interest Code

Recommendation: That the Successor Agency adopt Resolution SA-2012-008 adopting a Conflict of Interest Code.

10. Contract with Independent Legal Counsel for the Oversight Board

Recommendation: That the Successor Agency: 1) Authorize the payment of legal services to the Oversight Board provided the Peter L. Wallin, a partner with the law firm of Wallin, Kress, Reisman & Kranitz, LLP, consistent with the attached proposal, and in an amount not to exceed \$10,000; and 2) Direct staff to include the legal services contract on the Recognized Obligation Payment Schedule.

11. Procurement of Special Liability Insurance for the Oversight Board of the Successor Agency to the Community Development Commission

Recommendation: That the Successor Agency approve the purchase of a special liability insurance policy for the Oversight Board and appropriate \$2,120.44 from the Successor Agency's administrative allowance to purchase the policy.

12. Gus Velasco Neighborhood Center Renovation and Modernization Project – Authorization to Purchase Computer and Networking Equipment

Recommendation: That the City Council: 1) Authorize the Director of Purchasing to issue purchase orders to Hewlett-Packard, Inc. for a total amount not to exceed \$28,229 for the purchase of computer hardware (personal computers) through the Western States Contract Alliance (WSCA); and 2) Authorize the Director of Purchasing to issue a purchase order to Tredent Data System in an amount not to exceed \$38,416 for the purchase of Cisco networking equipment.

CITY COUNCIL

13. **CITY MANAGER REPORT**

14. **CONSENT AGENDA**

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

Approval Minutes

- A. Minutes of the July 31, 2012 Adjourned City Council Meeting

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

Conference and Meeting Reports

- B. Councilmember González's Attendance at the Santa Fe Springs Chamber Workshop

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

- C. Mayor Pro Tem Moore's Attendance at the Santa Fe Springs Chamber Workshop

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

- D. Mayor Round's Attendance at the Santa Fe Springs Chamber Workshop

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

PUBLIC HEARINGS

15. Resolution No. 9387 – Self-Certification of Conformance to Congestion Management Program

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution N. 9387, finding the City of Santa Fe Springs to be in conformance with the Congestion management Program (CMP); and 2) Adopt the City of Santa Fe Springs Local Development Report.

16. Clarke Estate Enhancement Project – Approval of Youth Employment Plan

Recommendation: That the City Council: 1) Conduct a Public Hearing on the proposed Youth Employment Plan for the Clarke Estate Enhancement Project as required by the County of Los Angeles; and 2) Adopt the proposed Youth Employment Plan and authorize the City Manager or his designee to submit it to the County of Los Angeles Regional Park and Open Space District.

ORDINANCE FOR PASSAGE

17. Ordinance No. 1033 – An Ordinance Dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)

Recommendation: That the City Council adopt Ordinance No. 1033 dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs).

NEW BUSINESS

18. Authorize the Purchase of Grant Funded Portable Radios from Motorola Solutions Inc.

Recommendation: That the City Council authorize the Director of Purchasing to purchase from Motorola Solutions Inc. radios utilizing County of Los Angeles' Contract No. MA-IS-1240419-1 and authorize issuing a purchase order in the amount of \$164,330.87

19. Alcohol Sales Conditional Use Permit Case No. 31-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 31-2 to allow the continued operation and maintenance of an internet-based alcoholic beverage sales activity, in conjunction with the wholesale distribution of distilled spirits, beer and, wine at Fantis Foods California, Inc., located in the M-2-BP, Heavy Manufacturing-Buffer Parking, Zone at 13505 Marquardt Avenue within the Consolidated Redevelopment Project Area. (Fantis Foods California, Inc.)

Recommendation: That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 31-2 subject to a follow up compliance review in five (5) years to ensure that the use is still operating in strict compliance with the respective conditions of approval. The City Council shall note that this matter may be brought back for their review at any time prior to the five (5) year period should any violation occur of the conditions of approval, ABC Regulations, and/or any City Codes.

CLOSED SESSION

20. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)

Name of Case: City v. PPF Industrial Valley View LP
Case No: BC42599

Please note: *Item Nos. 21 –31 will commence in the 7:00 p.m. hour.*

21. INVOCATION

22. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

23. Representatives from the Youth Leadership Committee

24. Representatives from the Chamber of Commerce

25. ANNOUNCEMENTS

26. PRESENTATIONS
Presentation to Milestone Event Celebrants

27. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
Appointments to City Council Subcommittees and City Committees

28. Committee Appointments

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

30. EXECUTIVE TEAM REPORTS

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

Anita Jimenez
Deputy City Clerk

August 16, 2012
Date

**MINUTES OF THE ADJOURNED MEETINGS OF
THE CITY OF SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY AND CITY COUNCIL**

JULY 31, 2012

1. CALL TO ORDER

Mayor Rounds called the meetings to order at 6:08 p.m.

2. ROLL CALL

Present: Directors/Councilmembers González, Trujillo, Vice-Chair/Mayor Pro Tem Moore, and Chair/Mayor Rounds

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Carole Joseph, Director of Parks & Recreation Services; Jose Gomez, Director of Finance/Assistant City Manager; Alex Rodriguez, Fire Chief; Anita Jimenez, Deputy City Clerk

The Deputy City Clerk announced that members of the City Council receive \$150 for attendance at the Public Financing Authority and Water Utility Authority meetings.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the June 28, 2012 Regular Public Financing Authority Meeting

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

Monthly Report

- B. 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 Trujillo moved the approval of Items 3A and B; Director González seconded the motion, which passed 4-0.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the June 28, 2012 Regular Water Utility Authority Meeting

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

Monthly Report

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

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

Vice Chair Moore moved the approval of Items 4A and B; Director Trujillo seconded the motion, which passed 4-0.

HOUSING SUCCESSOR

NEW BUSINESS

5. Housing Assets Transferred from the Low-Mod Housing Set-Aside Fund of the Former Community Development Commission to the City of Santa Fe Springs as Housing Successor

Recommendation: That the City Council as Housing Successor approve the schedule of housing assets transferred from the Low-Mod Income Housing Fund to the Housing Successor.

Director González moved the approval of Item 5; Mayor Pro Tem Moore seconded the motion which passed 4-0.

CITY COUNCIL

6. **CITY MANAGER REPORT**

The City Manager gave an update on the Successor Agency. The State, in their effort to "fix" things, has added new elements to be included and the City is under the gun to meet the August 1 deadline. The previous Housing Successor item is an example of last minute changes that have been required.

7. **CONSENT AGENDA**

Approval Minutes

- A. Minutes of the June 20, 2012 Adjourned City Council Meeting

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

- B. Minutes of the June 28, 2012 Regular City Council Meeting

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

Conference and Meeting Reports

- C. Councilmember González's Attendance at the Independent Cities Annual Conference

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

- D. Councilmember Trujillo's Attendance at the Independent Cities Annual Conference

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

Mayor Pro Tem Moore moved the approval of Items 7A, B, C and D; Councilmember González seconded the motion which passed 4-0.

PUBLIC HEARINGS

8. Resolution No. 9384 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2012/2013

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution No. 9384, confirming the diagram and assessment, and providing for annual assessment levy; and 2) Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) 2012/2013.

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

Councilmember González moved the approval of Item 8; Councilmember Trujillo seconded the motion which passed 4-0.

9. Confirmation of 2011/2012 Weed Abatement Charges

Recommendation: That the City Council confirm the charges listed in the Los Angeles County Agricultural Commissioners 2011/2012 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Mayor Rounds opened the Public Hearing at 6:12 p.m. There being no one wishing to speak, Mayor Rounds closed the Public Hearing at 6:13 p.m.

Councilmember González moved the approval of Item 9; Mayor Pro Tem Moore seconded the motion which passed 4-0.

ORDINANCE FOR INTRODUCTION/PASSAGE

10. Ordinance No. 1032 – An Urgency Ordinance Revising the Salaries of City Councilmembers and Declaring an Emergency

Recommendation: That the City Council waive further reading and introduce and adopt Urgency Ordinance No. 1032 which would revise the salaries of City Councilmembers.

The City Attorney read the Ordinance by title and stated that Urgency Ordinances require a super majority vote and take effect immediately. In that there are only four Councilmembers, a vote of 4-0 is required to adopt the Ordinance. Councilmember Trujillo moved to waive further reading and adopt Ordinance 1032; Mayor Pro Tem Moore seconded the motion which carried by the following roll call vote:

Ayes: Gonzalez, Trujillo, Moore, Rounds

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

11. Approval of 2012/13 FPPC Form 806 Filings List

Recommendation: That the City Council approve the 2012/13 FPPC Form 806 Filings List relating to Council Members appointments to outside committees, boards, and commissions for which compensation is paid, and direct the City Clerk to update the form as appropriate.

Mayor Pro Moore moved the approval of Item 11; Councilmember Trujillo seconded the motion which passed 4-0.

12. Gus Velasco Neighborhood Center Renovation and Modernization Project – Approval of Contract Change Order No. 9

Recommendation: That the City Council: 1) Approve Contract Change Order No. 9 in the amount of \$163,257; and 2) Authorize the Director of Public works to execute Contract Change Order No. 9.

Councilmember González moved the approval of Items 12-14; Mayor Pro Tem Moore seconded the motion which carried 4-0.

13. Transportation Management Association Implementation Agreement Between the Cities of Santa Fe Springs and Norwalk – Approval of Agreement

Recommendation: That the City Council approve the Transportation Management Association Implementation Agreement between the cities of Santa Fe Springs and Norwalk and authorize the City Manager to execute the agreement with the City of Norwalk for a period of three years.

See Item 12.

14. Alcohol Sales Conditional Use Permit Case No. 23-2

Compliance Review of Alcohol Sales Conditional Use Permit Case No. 23-2 to allow the continued alcohol beverage sales use involving the serving of alcoholic beverages for onsite customer consumption at the Veracruz Restaurant, in the C-4, Community Commercial, Zone at 9931 Orr and Day Road. (Veracruz Restaurant)

Recommendation: That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 23-2 subject to a follow up compliance review in five (5) years to ensure that the use is still operating in strict compliance with the respective conditions of approval.

See Item 12.

15. Alcohol Sales Conditional Use Permit Case No. 34-2

Compliance Review of Alcohol Sales Conditional Use Permit Case No. 34-2 to allow the continued operation and maintenance of an alcohol beverage use involving the importing and wholesale distribution of distilled spirits, beer, and wine at Nishimoto Trading Company,

LTD, located at 13409 Orden Drive in the M-2, Heavy Manufacturing, Zone, within the Consolidated Redevelopment Project Area. (Nishimoto Trading Company, LTD)

Recommendation: That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 34-2 subject to a follow up compliance review in five (5) years to ensure that the use is still operating in strict compliance with the respective conditions of approval.

Mayor Pro Tem Moore moved the approval of Items 15-17 with the following amendments: Item 15 – The product shall be stored in a secure area; Item 16 - Employees selling alcohol must be at least 21 yrs old; Item 17 - Applicant must install an alarm system. Councilmember González seconded the motion which passed 4-0.

16. Application for Alcohol Sales Conditional Use Permit Case No. 58

Request for approval of Alcohol Sales Conditional Use Permit Case No. 58 to allow the operation and maintenance of an alcoholic beverage sales use for off-site consumption by Chevron Stations, Inc., located at 11426 Telegraph Road located in the C-4 Community Commercial Zone. (Mariana Bacellar, Stantec Consulting Services, Representative)

Recommendation: Recommend that the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 58 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

See Item 15.

17. Alcohol Sales Conditional Use Permit Case No. 59

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the storage and wholesale distribution of alcoholic beverages at 8028 Sorensen Avenue, in the M1, Light Manufacturing Zone. (Daria De La Riva, De La Riva Imports)

Recommendation: Recommend that the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 59, subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

See Item 15.

SUBSEQUENT NEED ITEM

Resolution No. 9385 Approving and Authorizing an Application for the 2012/2013 Used Oil Payment Program (3rd Cycle)

Recommendation: That the City Council adopt Resolution No. 9385 approving participation through CalRecycle for the 2012/2013 3rd Cycle Used Oil Payment Program, and designate the City Manager to execute all necessary applications, contracts, payment requests, agreements, and amendments for the Grant.

The City Attorney stated the Council needs to take action on this item which meets the criteria for being a subsequent need item. It came to staff too late to add to the agenda, but cannot wait for the next meeting.

Councilmember Gonzalez moved the approval of the Subsequent Need Item; Councilmember Trujillo seconded the motion which passed 4-0.

Mayor Rounds recessed the meetings at 6:17 p.m. and stated that Item 18 would be addressed at 7:00 p.m.

Mayor Rounds reconvened the meetings at 7:10 p.m.

19. INVOCATION

The Invocation was given by Councilmember Trujillo

20. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rounds.

INTRODUCTIONS

21. No members of the Youth Leadership Committee were present.

22. Mayor Rounds introduced Kathie Fink of the SFS Chamber of Commerce; Debbie Baker of Simpson Advertising; and Randall Courtney of DDWerks, Inc/Red Shirt Printing.com. Mayor Rounds also introduced Whittier Police Chief Jeff Piper and Captain Aviv Bar.

18. Consideration of Action to Fill City Council Vacancy

Mayor Rounds called on the City Attorney who stated that there is a vacancy on the Council due to the resignation of Joe Serrano which became effective as of 5:30 p.m. today. Under State law, the Council can either call a Special Election, which could not be placed on the ballot until next March, or by a majority vote can appoint someone to serve the remainder of the term. Council could make a nomination or direct staff to come back with recommendation to hold a Special Election.

Councilmember González moved to appoint Laurie Rios to City Council; Councilmember Trujillo seconded the motion which passed by the following roll call vote:

Ayes: González, Trujillo, Moore, Rounds

Noes: None

Absent: None

Abstain: None

Mayor Rounds congratulated Ms. Rios and stated that she would be sworn in at the next Council meeting, Tuesday, August 7.

23. ANNOUNCEMENTS

Carole Joseph gave the Community Announcements.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

24. Committee Re-appointments

None

25. Committee Appointments

None

26. ORAL COMMUNICATIONS

Mayor Rounds opened Oral Communications at 7:15 p.m.

The following residents of the Villages spoke about their concerns regarding the proposed building of multi-family rental units in the complex.

Sam

Suman Singh

Karen Gutierrez

Peter Lau

Johnnie Zamora

Michael Huerta

Grace Batas

Vaibrav

Mayor Rounds closed Oral Communications at 7:33 p.m.

27. EXECUTIVE TEAM REPORTS

Noe Negrete reported that with recent organizational changes, Transportation is now in the Public Works Department. He announced that 8167 riders utilized the program this year, which is a new record. He also wished Happy Birthday to Wayne Morrell. The City Manager congratulated Laurie Rios on her appointment to City Council.

Mayor Pro Tem Moore welcomed the new residents to City. He stated that they are important and that the Council will try to work with them on their concerns. He congratulated Laurie Rios and stated that she is well prepared and a calming force. Councilmember González wished Wayne Morrell a Happy Birthday and thanked him for being a great employee. He thanked the residents who came to inform Council of what is happening so that the Council can represent them. He thanked Laurie Rios for accepting the nomination to serve on the Council adding that she is an outstanding member of community. He stated that the City needs someone who is responsible right now. Councilmember Trujillo congratulated Laurie Rios and stated that she has always looked up to her. Councilmember Trujillo told the residents of the Villages that she was willing to see what can be done to address their concerns and added that the City does not want to lose them as residents. Mayor Rounds wished Happy Birthday to Wayne Morrell and Julie Herrera. He stated that he is pleased when residents come to meetings because it shows concern. He stated that the Council will work with the Police Department on response times if that is an issue. Mayor Rounds stated that Laurie Rios will be a valuable asset to this Council.

28. ADJOURNMENT

At 7:42 p.m., Mayor Rounds adjourned the Public Financing Authority and Water Utility Authority meetings. Mayor Rounds adjourned the City Council meeting to Tuesday, August 7 in memory of Francisco Espinoza, father of City Employees Frank and Helio Espinoza; Russell Dix, General Manager with Republic Services; and in memory of those who perished in the tragic shooting in Aurora, Colorado.

William K. Rounds
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

Public Financing Authority

August 23, 2012

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$19,380,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$14,230,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$4,135,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$4,270,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$2,780,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/12	1,538,121*
Outstanding principal at 7/31/12	\$31,047,149

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$13,530,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/12	None
Outstanding principal at 7/31/12	\$41,205,000

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

The Community Development Commission budget included sufficient appropriations to meet the debt service obligations associated with the Tax Allocation Bonds. However, with the implementation of AB1X 26 and AB 1484, the CDC was dissolved effective 2/1/12 and will no longer receive tax increment. It is anticipated that sufficient allocations of property taxes will be made to the City as Successor Agency to meet the debt service obligations.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, due to the Supreme Court decision upholding AB1X 26 it is recommended that the Commission does not spend any additional bond proceeds until clarification is reached about the impact of AB1X 26 on the use of unspent bond proceeds.

Additionally, appropriated but unspent proceeds on hand are currently not being spent pending further clarification about the future of unspent bond proceeds.

PLEASE SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

August 23, 2012

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing and current status of active water projects.

Interstate 5 Water Main Relocation for the Carmenita Road Segment

Staff continues to coordinate with Caltrans and the City's construction contractor, Vido Artukovich & Son, on completing the I-5 water main relocation project. Over 8,500 feet of water main has been installed and all three (3) bore and receive pits have been established, with pipe installation completed at all three boring locations. Staff continues to coordinate with local business owners affected by the I-5 widening project.

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

O'Duffy Brothers Inc. completed the construction of the new storm drain and the final payment request is a separate item on the agenda for your approval. The new storm drain will serve as a waste line for Water Well No. 12.

Best Drilling & Pump started the drilling of the new water well on August 6, 2012 drilling an initial 48-inch diameter bore pit to a depth of 50 feet allowing for the installation of a 50-foot long conductor casing. The second stage, the drilling of the 18-inch pilot bore hole commenced on August 13, 2012 and took 5 days to reach the targeted depth of 1,395 feet. The first zone water sample has been collected and the results are pending, the water sample only reflects the water used while under drilling operations and has no bearing on the water quality from the aquifer system. The drilling portion of the project is progressing as scheduled.

FISCAL IMPACT

The projects are fully funded through the Water Fund.

INFRASTRUCTURE IMPACT

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


Thaddeus McCormack
Executive Director

Attachment(s):

None.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 14, 2012

4B



City of Santa Fe Springs

Water Utility Authority

August 23, 2012

NEW BUSINESS

Water Well No. 12- Construction of Storm Drain Improvements - Final Progress Payment

RECOMMENDATION

That the Water Utility Authority approve the Final Progress Payment (less 5% Retention) to O'Duffy Bros, Inc. of Romoland, CA in the amount of \$233,937.50 for the subject project.

BACKGROUND

At the Water Utility Authority meeting of June 14, 2012, the Water Utility Authority awarded a contract to O'Duffy Bros, Inc. of Romoland, CA in the amount of \$229,000 to construct the 24-inch reinforced concrete pipe storm drain.

The attached payment detail represents the Final Progress Payment (less 5% Retention) due per terms of the contract for the work, which has been completed and found to be satisfactory. The final construction cost is \$246,250.00 and sufficient funds are available to cover the additional costs.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is written over a horizontal line.

Thaddeus McCormack
Executive Director

Attachment(s):

Progress Payment Detail

Payment Detail
Water Well No. 12 (13939 Borate Street) - Construction of Storm Drain Improvements

Contractor: O'Duffy Bros, Inc.
 29254 Duffy Street
 Romoland, CA 92585

Item No.	Description	Contract			Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Quantity	Amount	Quantity	Amount
1.	Mobilization	1	L.S.	\$ 8,500.00	100%	\$ 8,500.00	100%	\$ 8,500.00
2.	Traffic control	1	L.S.	\$ 2,000.00	100%	\$ 2,000.00	100%	\$ 2,000.00
3.	Prepare Storm Water Pollution Prevention Plan (SWPPP)	1	L.S.	\$ 2,500.00	100%	\$ 2,500.00	100%	\$ 2,500.00
4.	Install striping	1	L.S.	\$ 1,500.00	100%	\$ 1,500.00	100%	\$ 1,500.00
5.	Potholing	1	L.S.	\$ 6,000.00	100%	\$ 6,000.00	100%	\$ 6,000.00
6.	Removal 36-inch RCP plug end	1	L.S.	\$ 1,000.00	100%	\$ 1,000.00	100%	\$ 1,000.00
7.	Construct manhole pipe to pipe per SPPWC Std. Plan No. 321-1	2	EA.	\$ 4,000.00	100%	\$ 8,000.00	100%	\$ 8,000.00
8.	Construct transition structure pipe to pipe per SPPWC Std. Plan No. 340-1	1	EA.	\$ 4,000.00	100%	\$ 4,000.00	100%	\$ 4,000.00
9.	Construct 24-inch RCP storm drain	1,200	L.F.	\$ 160.00	100%	\$ 192,000.00	100%	\$ 192,000.00
10.	Construct 36-inch CMP riser	1	EA.	\$ 3,500.00	100%	\$ 3,500.00	100%	\$ 3,500.00
Contract Change Order								
1.	Contract Change No. 1	1	L.S.	\$ 17,250.00	100%	\$ 17,250.00	100%	\$ 17,250.00

Total \$ 246,250.00 **\$ 246,250.00** **\$ 246,250.00**
Total Completed Items to Date: \$ 246,250.00

CONTRACT PAYMENTS

Total Items Completed to Date \$ 246,250.00
 Less 5% Retention \$ 12,312.50
 Final Progress Payment \$ 233,937.50

W.O. #: 453-397-B007-4800

APPROVED BY: 



City of Santa Fe Springs

Housing Successor

August 23, 2012

NEW BUSINESS

Resolution HS-2012-003 - Adopting a Conflict of Interest Code

RECOMMENDATION

That the Housing Successor Agency Adopt Resolution HS-2012-003 adopting a Conflict of Interest Code.

BACKGROUND

As we are all painfully aware, the elimination redevelopment has resulted in the dissolution of the Community Development Commission (CDC) and the transference of all of its housing functions by operation of law to the City of Santa Fe Springs acting as the Housing Successor Agency to the CDC ("Successor Agency"). The Housing Successor Agency, which has been established pursuant to Health and Safety Code Section 34179, is subject to various laws applicable to governmental agencies in the State of California, including conflict of interest regulations. Therefore, it is necessary and appropriate that the Housing Successor Agency adopt a Conflict of Interest Code.

The Housing Successor Agency may adopt, by reference, the model Conflict of Interest Code set forth in Section 18730 of Title 2 of the California Code of Regulations. Staff is recommending that the Successor Agency adopt the attached resolution, which would enact said code, and require inclusion of the designated positions subject to the Code (i.e., members of the Housing Successor Agency Board) and a list of disclosure categories (i.e., those applicable to the individual Housing Successor Agency Board members). If adopted, this would require all Successor Agency Board members to submit annually a FPPC Form 700 relative to their involvement on the Housing Successor Agency Board.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is written over a horizontal line.

Thaddeus McCormack
City Manager

Attachment

Resolution HS-2012-003

RESOLUTION NO. HS-2012-003

**A RESOLUTION OF THE HOUSING SUCCESSOR TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS
ADOPTING A CONFLICT OF INTEREST CODE**

THE HOUSING SUCCESSOR TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS
FOLLOWS:

SECTION 1. The Political Reform Act, Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard Conflict of Interest Code. Such standard Code is attached hereto as Exhibit "A" and is incorporated by reference herein. Such standard Code, together with any amendments that may be adopted from time to time by the FPPC, along with the document attached hereto as Exhibit "B", which exhibit is incorporated by reference herein, shall constitute the Conflict of Interest Code of the Housing Successor.

SECTION 2. The persons subject to the reporting requirements of the Conflict of Interest Code shall be the Members of the Housing Successor, each of whom shall file a Statement of Economic Interest pursuant to Disclosure Category 1, as described in Exhibit "B". Such Statements shall be filed with the Deputy City Clerk, who shall be and shall perform the duties of filing officer for the Housing Successor.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The Deputy City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 23rd day of August 2012.

Mayor

Attest:

Deputy City Clerk

EXHIBIT "A"
Conflict of Interest Code

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict-of-Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

EXHIBIT "B"

Designated Positions and Disclosure Categories for the Housing Successor Agency to the Santa Fe Springs Community Development Commission

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Agency Board Members	1



City of Santa Fe Springs

Housing Successor

August 23, 2012

NEW BUSINESS

Lease of Housing Successor-Owned Land

Consideration of an Agreement for the temporary lease of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902)

RECOMMENDATION:

It is recommended that the City Council as Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

BACKGROUND

The subject 3.9± acre property, located at 13231 Lakeland Road, was acquired by the Community Development Commission in May 2008, for developing affordable housing. Ownership was transferred to the Housing Successor by operation of law on February 1, 2012. Since that time, staff has been negotiating the final terms of a development agreement for the affordable housing project.

For the fourth time, the Los Angeles County Chief Executive Office is requesting to lease the subject vacant property for approximately one month, from October 15 through November 16, 2012, for the parking of trucks and equipment on behalf of the County Clerk's Office related to the upcoming election.

FISCAL IMPACT

The proposed temporary lease of the subject 3.9± acre property, pending the eventual development of the site for affordable housing, will not have an adverse impact on the City's Budget.


Thaddeus McCormack
City Manager

Attachments:

1. Location Aerial
2. Lease Agreement

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License") is made and entered into in duplicate original this _____ day of _____, 2012, by and between THE CITY OF SANTA FE SPRINGS, hereinafter referred to as the Licensor, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Licensee.

The parties hereby agree as follows:

1. PREMISES. The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of land, located at 13231 Lakeland Road, Santa Fe Springs, (AIN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises."

2. TERM. The term of this License shall commence on October 15, 2012 (the "Commencement Date") and terminate on November 16, 2012.

3. CONSIDERATION. Licensee hereby agrees to pay as a license fee, for the Premises during the term of this License, the sum of One Dollars (\$1.00). License payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Licensor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

4. USE. Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar Recorder County Clerk on a 24 hour/7 days basis.

5. REPAIRS AND MAINTENANCE. Licensee agrees to maintain the Premises, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

6. UTILITIES. Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

7. DEFAULT.

A. Default by Licensee: Licensee agrees that if default shall be made in the payment of the license fee in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensor to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensor shall have such other rights or remedies as may be provided by law. Licensor may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensor: Licensor shall not be in default in the performance of any obligation required to be performed under this License unless Licensor has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensor's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensor's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensor cures the default within the three (3) day period after the notice is given. Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensor's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensor would be entitled.

If Licensor or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

8. NOTICES. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne Morrell

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

with a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd floor
Los Angeles, CA 90012
Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Licensor or Licensee, except that Licensor shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensor or to Licensor's agent or employee at Licensor's place of business, or to a resident over eighteen (18) years of age at Licensor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.

9. INSURANCE.

A. Licensor Indemnification. Licensor shall indemnify, defend and save harmless Licensee, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the negligent acts or omissions of Licensor with regard to Licensor's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensor, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of the County of Los Angeles who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensor with a self-insurance certificate naming Licensor as an additional insured for Liability Coverage.

C. Waiver of Subrogation. The Licensor and Licensee each waives their rights and their insurers' rights of recovery against the other for any loss arising from or relating to this Agreement.

10. ASSIGNMENT AND SUBLETTING. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.

11. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

12. GENERAL PROVISIONS.

A. Waiver. The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

C. Time. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

D. Recordation. Neither party may record this License.

E. Quiet Possession. Upon Licensee paying the License fee hereunder, Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

F. Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensors shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensors, requesting that the County be notified of any Notice of Default filed by any of Licensors' lenders, to the address of County as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensors or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

N. Lobbyists. Licensors and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensors, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensors or any County lobbyist or County lobbying firm retained by Licensors to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

13. ENVIRONMENTAL MATTERS.

(a) Hazardous Materials Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee, the Premises, the Building or the Common Areas.

(b) Licensor Indemnity Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term of this Agreement concerning the presence of Hazardous Materials in the Building or the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

14. WARRANTY OF AUTHORITY. Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.

15. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS. Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensor.

16. SOLICITATION OF CONSIDERATION. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

17. NON-DISCRIMINATION.

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(ii) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

18. IRREVOCABLE OFFER. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensors’ covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until October 14, 2012.

IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code this License has been executed by the Licensor and on behalf of the Licensee by its Chief Executive Officer or his designee, on the _____ day of _____, 2012

LICENSOR:

THE CITY OF SANTA FE SPRINGS

By _____

Name: _____

Title: _____

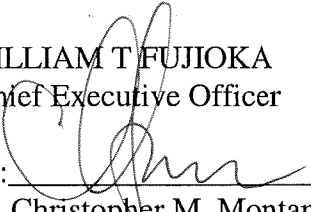
LICENSEE:

COUNTY OF LOS ANGELES

a body politic and corporate

WILLIAM T FUJIOKA

Chief Executive Officer

By:  _____

Christopher M. Montana

Acting Director of Real Estate

ATTEST:

DEAN C. LOGAN,
Registrar-Recorder/
County Clerk of the County of
Los Angeles

By:  _____

Deputy County Clerk

APPROVED AS TO FORM:

John Krattli
County Counsel

By:  _____

Deputy



City of Santa Fe Springs

Successor Agency

August 23, 2012

NEW BUSINESS

Resolution SA-2012-007 Approving the Successor Agency's Recognized Obligation Payment Schedules (ROPS) for January 1, 2013 Through June 30, 2013 (ROPS III)

RECOMMENDATION

That the Successor Agency Adopt Resolution No. SA-2012-007.

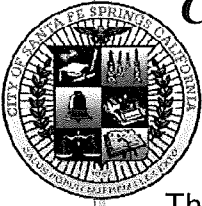
BACKGROUND

The Recognized Obligation Payment Schedule (ROPS) identifies bond debt service and other payments that must be made by the Successor Agency upon dissolution of the Community Development Commission (CDC). The ROPS covers a 6 month period and must be approved by the Oversight Board and the California Department of Finance (DOF). The ROPS serves as the basis for semi-annual property tax allocations to be made to the Successor Agency to pay obligations of the former CDC. DOF must also approve the ROPS prior to the disbursement of property tax by the County of Los Angeles.

The third ROPS (ROPS III) covers the period of January 1, 2013 through June 30, 2013. The ROPS III must be submitted to the DOF by September 1, 2012. Pursuant to AB 1484, clean up legislation to the original dissolution bill, the ROPS template is mandated by DOF and now includes a summary schedule calculating the expected property tax payment as well as an additional schedule detailing the estimated vs. actual expenditures from the first ROPS (Jan – Jun 2012).

The final versions of the first two ROPS were approved by the Successor Agency on May 24th, 2012 and covered the period Jan – Jun 2012 and Jul – Dec 2012. In the final versions several obligations were excluded from the schedules since payment was not due during the periods covered. Additionally, had DOF questioned any of the items claimed on the schedule it may have jeopardized the Agency's ability to receive the first property tax distribution on June 1, 2012. Now that adequate time is available for DOF review of these items several of the previously removed items are being included in the ROPS III. The items are generally summarized as follows (amounts indicated represent the total obligation):

- | | |
|--|--------------|
| • Development and Disposition Agreements | \$19,697,185 |
| • ERAF/SERAF Loans from Housing and Bond Funds | \$13,847,321 |
| • Washington Blvd. Tax Increment Loan Agreements | \$12,795,000 |
| • Unfunded Post Employment Liability Obligation | \$11,265,000 |



City of Santa Fe Springs

Successor Agency Meeting

August 23, 2012

The final version of the new reporting format was released on August 10th, 2012 and requires additional information not previously required. It is anticipated that additional information needed for the ROPS will be obtained after the date of this report and prior to the meeting of August 23rd, 2012. Accordingly, Staff will provide the Council with updated versions of the ROPS III prior to the meeting if necessary.

Thaddeus McCormack
City Manager

Attachments

Resolution SA-2012-007

Exhibit A – Recognized Obligation Payment Schedule for January 1, 2013 through June 30, 2013 (ROPS III)

RESOLUTION NO. SA-2012-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS
APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS) FOR JANUARY 1, 2013 THROUGH
JUNE 30, 2013 (ROPS III)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES
AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(g) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedules (ROPS) for the period January 1, 2013 through June 30, 2013, attached hereto as Exhibit "A" (ROPS III).

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3. The Deputy City Clerk shall certify to the adoption of this Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 23rd day of August 2012.

Mayor

Attest:

Deputy City Clerk

Name of Successor Agency:
County:

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
Los Angeles

EXHIBIT A
Resolution SA-2012-007
August 23, 2012

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13
	Grand Total						\$ 242,110,422	\$ -
1	2001 Tax Allocation Bonds Series A (Housing)		9/1/2024	US Bank	Refund Housing Portion of 1993 Bonds	Consolidated	7,130,675	
2	2001 Tax Allocation Bonds Series A		9/1/2024	US Bank	Redevelopment Activities	Consolidated	18,385,442	
3	2002 Tax Allocation Refunding Bonds Series A		9/1/2022	US Bank	Redevelopment Activities/Refund 1992 Bonds	Consolidated	17,278,511	
4	2003 Taxable Tax Allocation Refunding Bonds Series A		9/1/2024	US Bank	Refunded 1993 Bonds (Housing)	Consolidated	5,785,762	
5	2006 Tax Allocation Bonds Series A		9/1/2028	US Bank	Redevelopment Activities	Consolidated	53,517,624	
6	2006 Taxable Tax Allocation Bonds Series B		9/1/2028	US Bank	Redevelopment Activities	Consolidated	16,715,924	
7	2007 Tax Allocation Refunding Bonds Series A		9/1/2022	US Bank	Refund 1997, 1998, and Portion of 2002 Bonds	Consolidated	55,185,750	
8	2005 ERAF Loan (Combined)			CSCDA	Loan to Fund 2005 ERAF Payment	Consolidated	974,120	
9	2008 ERAF Loan (Combined)			CSCDA	Loan to Fund 2006 ERAF Payment	Consolidated	1,287,344	
10	Neighborhood Center Renovation Project			City of SFS	Renovation of Neighborhood Center	Consolidated	4,748,730	
11	Fiscal Agent Fees			US Bank	Fiscal Agent Fees	Consolidated	30,000	
12	Arbitrage Fees			Bond Logistics	Arbitrage Consulting Services	Consolidated	4,500	
13	Administrative Expenses			City of SFS	Successor Agency Administration	Consolidated	250,000	
14	Tax Increment Loan (Washington Blvd.)			Los Angeles County	Tax Increment Loan (Washington Blvd.)	Washington Blvd.	7,900,000	
15	Tax Increment Loan - Sales Tax (Washington Blvd.)			City of SFS	Tax Increment Loan - Sales Tax (Washington Blvd.)	Washington Blvd.	4,895,000	
16	Audit Services			MGO	Audit Services	Consolidated	24,000	
17	2004 ERAF Loan from CDC Housing Fund			LMHF	Loan to Fund 2004 ERAF Payment	Consolidated	1,000,000	
18	2010 SERAF Loan			2006 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Consolidated	10,504,722	
19	2010 SERAF Loan			2006 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Washington Blvd.	149,154	
20	2011 SERAF Loan			LMHF	Loan to Fund 2011 SERAF Payment	Combined	2,193,445	
21	Proportional Share of Unfunded Liabilities			City of SFS	Obligation to Share in Payment of Unfunded Liabilities	Combined	11,285,000	
22	Villages at Heritage Springs DDA			Villages at Heritage Springs	Land Purchase Not to Exceed 15 Years Tax Increment	Consolidated	17,275,000	
23	Construction Assistance for Readerboard Sign			Tom's Truck Center, Inc.	Assistance for Construction of Readerboard Sign	Consolidated	320,000	
24	Property Disposition Agreement			McGranahan Carlson & Co.	Agreement for Disposition of Proceeds	Consolidated	2,102,185	
25	Oversight Board Legal Counsel			Wallin, Kress, Reisman and Krantz	Legal Services	Combined	15,000	
26	Oversight Board Liability Insurance			Alliant Insurance Services, Inc.	Liability Insurance	Consolidated	1,500	
27	Unclaimed Bonds			Multiple	Unclaimed Bonds Returned by Fiscal Agent	Consolidated	80,000	
28	Unfunded Obligations from ROPS II			Multiple	Approved Obligations in Excess of June 1, 2012 Pmt		2,716,575	
29	Unfunded Admin Allowance from ROPS II			City of SFS	Jul - Dec 2012 Admin Allowance Not Funded 6/1/12		374,459	

Name of Successor Agency:
County:

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
Los Angeles

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

EXHIBIT A
Resolution SA-2012-007
August 23, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual
		Grand Total				\$ 250,000	\$ 250,000	\$ 4,523,137	\$ 4,034,715	\$ -	\$ -
1	1	2001 Tax Allocation Bonds Series A (Housing)	US Bank	Refund Housing Portion of 1993 Bonds				118,528			
1	2	2001 Tax Allocation Bonds Series A	US Bank	Redevelopment Activities				323,648	323,648		
1	3	2002 Tax Allocation Refunding Bonds Series A	US Bank	Redevelopment Activities/Refund 1992 Bonds	Consolidated			340,861	340,861		
1	4	2003 Taxable Tax Allocation Refunding Bonds Series A	US Bank	Refunded 1993 Bonds (Housing)	Consolidated			114,104	114,104		
1	5	2006 Tax Allocation Bonds Series A	US Bank	Redevelopment Activities	Consolidated			70,556	70,556		
1	6	2006 Taxable Tax Allocation Bonds Series B	US Bank	Redevelopment Activities	Consolidated			361,928	361,928		
1	7	2007 Tax Allocation Refunding Bonds Series A	US Bank	Refund 1997, 1998, and Portion of 2002 Bonds	Consolidated			979,125	979,125		
1	8	2005 ERAF Loan (Combined)	CSCDA	Loan to Fund 2005 ERAF Payment	Consolidated			121,815	121,815		
1	9	2006 ERAF Loan (Combined)	CSCDA	Loan to Fund 2006 ERAF Payment	Consolidated			128,716	128,716		
1	10	Neighborhood Center Renovation Project	City of SFS	Renovation of Neighborhood Center	Consolidated			1,949,356	1,467,934		
1	12	Fiscal Agent Fees	US Bank	Fiscal Agent Fees	Consolidated			10,000	-		
1	13	Arbitrage Fees	Bond Logistics	Arbitrage Consulting Services	Consolidated			4,500	7,500		
1	15	Administrative Expenses	City of SFS	Successor Agency Administration	Consolidated	250,000	250,000				



City of Santa Fe Springs

Successor Agency

August 23, 2012

NEW BUSINESS

Resolution SA-2012-008 Adopting a Conflict of Interest Code

RECOMMENDATION

That the Successor Agency Adopt Resolution SA-2012-008 adopting a Conflict of Interest Code.

BACKGROUND

As we are all painfully aware, the elimination redevelopment has resulted in the dissolution of the Community Development Commission (CDC) and the transference of all of its assets, properties, contracts, leases, and records by operation of law to the City of Santa Fe Springs acting as Successor Agency to the CDC ("Successor Agency"). The Successor Agency, which has been established pursuant to Health and Safety Code Section 34179, is subject to various laws applicable to governmental agencies in the State of California, including conflict of interest regulations. Therefore, it is necessary and appropriate that the Successor Agency adopt a Conflict of Interest Code.

The Successor Agency may adopt, by reference, the model Conflict of Interest Code set forth in Section 18730 of Title 2 of the California Code of Regulations. Staff is recommending that the Successor Agency adopt the attached resolution, which would enact said code, and require inclusion of the designated positions subject to the Code (i.e., members of the Successor Agency Board) and a list of disclosure categories (i.e., those applicable to the individual Successor Agency Board members). If adopted, this would require all Successor Agency Board members to submit annually a FPPC Form 700 relative to their involvement on the Successor Agency Board.


Thaddeus McCormack
City Manager

Attachment

Resolution SA-2012-008

RESOLUTION NO. SA-2012-008

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ADOPTING A CONFLICT OF INTEREST CODE

THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Political Reform Act, Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard Conflict of Interest Code. Such standard Code is attached hereto as Exhibit "A" and is incorporated by reference herein. Such standard Code, together with any amendments that may be adopted from time to time by the FPPC, along with the document attached hereto as Exhibit "B", which exhibit is incorporated by reference herein, shall constitute the Conflict of Interest Code of the Successor Agency.

SECTION 2. The persons subject to the reporting requirements of the Conflict of Interest Code shall be the Members of the Successor Agency, each of whom shall file a Statement of Economic Interest pursuant to Disclosure Category 1, as described in Exhibit "B". Such Statements shall be filed with the Deputy City Clerk, who shall be and shall perform the duties of filing officer for the Successor Agency.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The Deputy City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 23rd day of August 2012.

Mayor

Attest:

Deputy City Clerk

EXHIBIT "A"
Conflict of Interest Code

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict-of-Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

EXHIBIT "B"

Designated Positions and Disclosure Categories for the Successor Agency to the Santa Fe Springs Community Development Commission

Designated Positions

Agency Board Members

Disclosure Categories

1



City of Santa Fe Springs

Successor Agency

August 23, 2012

NEW BUSINESS

Contract with Independent Legal Counsel for the Oversight Board

RECOMMENDATION

That the Successor Agency:

- 1) Authorize the payment of legal services to the Oversight Board provided by Peter L. Wallin, a partner with the law firm of Wallin, Kress, Reisman & Kranitz, LLP, consistent with the attached proposal, and in an amount not to exceed \$10,000; and
- 2) Direct staff to include the legal services contract on the Recognized Obligation Payment Schedule.

BACKGROUND

At its May 21, 2012 meeting, the Oversight Board to the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (Oversight Board) expressed a need to retain outside legal counsel to advise it on various legal matters. City Councilmember González, who represents the City's Successor Agency on the Oversight Board, made a motion to ask the Successor Agency to hire Mr. Peter Wallin of the law firm Wallin, Kress, Reisman & Kranitz, LLP for an amount not to exceed \$10,000 per year. Mr. Wallin had previously submitted a proposal to the City Attorney to serve in the capacity of Legal Counsel to the Oversight Board (attached). The motion passed unanimously.

Although the City/Successor Agency had previously listed a line item for Oversight Board Legal Counsel on the first Recognized Obligation Payment Schedule (ROPS) in the amount of \$15,000, the State Department of Finance (DOF) directed Staff to remove the item from the ROPS. It is the DOF's opinion that such costs should be attributed and paid out of the Successor Agency's approved Administrative Budget. Indeed, AB X1 26 (the Law), which effectuated the elimination of Redevelopment Agencies, did not address the provision of legal services for Oversight Boards, likely because the Law gives Oversight Board members personal immunity from suit for their actions taken within the scope of their responsibilities as Oversight Board members. However, inasmuch as nothing in the Law precludes someone from suing the Oversight Board as an entity, the Oversight Board members (who serve without compensation) expressed concern that they, as individuals, could be drawn into a lawsuit against the Oversight Board. If this were to occur, and in the absence of Legal Counsel to the Oversight Board, the individual members would have to secure and pay for their own legal representation. As a result, many of the Oversight Board members indicated that they would not be able to continue serving on the Oversight Board because of the exposure to potential lawsuits and the potential for incurring personal legal costs.



City of Santa Fe Springs

Successor Agency

August 23, 2012

FISCAL IMPACT

Should the Successor Agency opt to hire legal Counsel for the Oversight Board, City/Successor Agency Staff will include any incurred costs on subsequent ROPS. However, it is likely that the DOF will adhere to its previous position that the Law provides that the Successor Agency must pay all Oversight Board meeting costs and that those costs may be included in the Successor Agency's Administrative Budget. In making the case that the costs should be considered a stand-alone recognized obligation on the ROPS, Staff points to the lack of clear indication in the Law that "meetings costs" include fees paid to Oversight Board legal counsel. Furthermore, the Law does clearly provide that "contracts or agreements necessary for the administration or operation of the successor agency" are enforceable obligations. In any event, the legal costs will ultimately be paid using former Redevelopment (CDC) funds, either as a stand-alone expenditure or through the approved Administrative Budget. The advantage of having the costs paid as a stand alone obligation is that it would allow the City/Successor Agency to maximize the use of the Administrative Budget for Labor Costs related to Staff charged with overseeing and implementing actions of the Successor Agency. If the DOF does require the costs to be paid out of the Administrative Budget, it would mean that, at most, \$10,000 would need to be used for contracted legal counsel costs instead of labor costs, which would then be passed on to the City's General Fund.

Thaddeus McCormack
City Manager

Attachment

Legal Counsel Proposal

WALLIN, KRESS, REISMAN & KRANITZ, LLP

LAW OFFICES

2800 TWENTY-EIGHTH STREET, SUITE 315

SANTA MONICA, CALIFORNIA 90405-6205

TELEPHONE (310) 450-9582

FACSIMILE (310) 450-0506

May 8, 2012

Steve Skolnik
City Attorney
City of Santa Fe Springs
11710 E. Telephone Road
Santa Fe Springs, CA 90670

Re: Proposal to Serve as Legal Counsel to the Oversight Board for the Santa Fe
Springs Successor Agency

Dear Steve:

This letter confirms this firm's interest in serving as legal counsel to the Oversight Board of the Santa Fe Springs Successor Agency.

I, Peter Wallin, would be designated to serve as legal counsel. I have practiced redevelopment law for over 30 years, principally representing public agencies. I currently serve as legal counsel to the successor agencies for the cities of La Verne and San Gabriel. My billing rate for these services would be \$250/hour.

In making this proposal I must disclose that within the past three years our firm has represented the Santa Fe Springs Redevelopment Agency and City of Santa Fe Springs in litigation brought by the County of Los Angeles to challenge the Agency's amendments to the Washington Boulevard Redevelopment Project Area and the Consolidated Redevelopment Project Area. This litigation was settled in early 2010 and our firm has had no further representation of the Agency or City since that time.

Very Truly Yours,

A handwritten signature in black ink that reads "Peter Wallin | KP". The signature is written in a cursive, flowing style.

Peter L. Wallin



City of Santa Fe Springs

Successor Agency Meeting

August 23, 2012

NEW BUSINESS

Procurement of Special Liability Insurance for the Oversight Board of the Successor Agency to the Community Development Commission

RECOMMENDATION

That the Successor Agency approve the purchase of a special liability insurance policy for the Oversight Board and appropriate \$2,120.44 from the Successor Agency's administrative allowance to purchase the policy.

BACKGROUND

At its meeting on May 21, 2012, the Oversight Board of the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (Oversight Board) considered whether it should procure liability protection insurance. The Oversight Board was informed by Staff that the City's Memorandum of Liability Coverage with the California Joint Powers Insurance Authority (CJPIA), the City's insurance provider, did not extend liability coverage to the Board. However, the CJPIA indicated that the Oversight Board could obtain liability insurance through a recommended provider.

Alliant Insurance Services, based in Newport Beach, CA, has submitted a proposal to provide special liability coverage of up to \$2 million to the Oversight Board. This would cover the Oversight Board for a period of 13 months (beginning September 1, 2012) and would renew at the end of September 2013. Attached is the proposal from Alliant illustrating coverage for a 12-month term with a \$1,620.44 premium. The prorated premium for the month of September 2012 is pending from Alliant, however the cost will not to exceed \$500, for a total of \$2,120.44 for 13 months.

FISCAL IMPACT

Should the Successor Agency opt to purchase a special liability insurance policy for the Oversight Board, Staff will include any incurred costs on subsequent ROPS. However, it is likely that the State Department of Finance (DOF) will adhere to its previous position that the Law provides that the Successor Agency must pay all oversight board meeting costs and that those costs may be included in the Successor Agency's administrative budget. In making the case that the costs should be considered a stand-alone recognized obligation on the ROPS, Staff points to the lack of clear indication in the statute that "meetings costs" include fees paid for liability insurance. Furthermore, the Law does clearly provide that "contracts or agreements necessary for the administration or operation of the successor agency" are enforceable obligations.



City of Santa Fe Springs

Successor Agency

August 23, 2012

In any event, the legal costs will ultimately be paid using former Redevelopment funds, either as a stand-alone expenditure or through the approved Administrative Budget.

The advantage of having the costs paid as a stand alone obligation is that it would allow the City/Successor Agency to maximize the use of the Administrative Budget for Labor Costs related to Staff charged with overseeing and the Successor Agency. If the DOF does require the costs to be paid for out of the Administrative Budget, it would mean that the \$2,120.44 would need to be used for the purchase of the special liability insurance policy instead of labor costs, which would then be passed on to the City's General Fund.

Thaddeus McCormack
City Manager

Attachment:

Special Liability Insurance Program (SLIP) Proposal from Alliant Insurance Services

**SPECIAL LIABILITY INSURANCE PROGRAM (SLIP)
PROPOSAL
TBD TO SEPTEMBER 29, 2012**

NAMED INSURED: Oversight Board of the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

PROGRAM TERM: TBD to 9/29/12

INSURANCE COMPANY: Associated Industries Insurance Company

A.M. BEST RATING:* A, Excellent; Financial Size Category IX; (\$250 Million to \$500 Million) as of 6/13/11

STANDARD & POOR RATING:* Not Rated

CALIFORNIA STATUS: Non-Admitted

POLICY NUMBER: TBD

COVERAGE: Manuscript Liability Form on an Occurrence Basis. Coverage included for:

(Coverage applies only where checked)

LIMIT

Maximum Per Occurrence Limit for all Coverages Combined	\$1,000,000
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LIMIT**DED/SIR**

X	Personal Injury (Including Bodily Injury and Property Damage)	\$1,000,000	\$1,000
	Broadcasters Liability		

	Owned Automobile Liability		
	Uninsured Motorist Coverage		
X	Non-Owned and Hired Automobile Liability	\$1,000,000	\$1,000

	Nonprofit Directors and Officers Liability		
X	Public Officials Errors and Omissions	\$1,000,000	\$1,000
	Educators Legal Liability		
	Employment Practices Liability		
	Nose Coverage	Retro Date:	

Annual Aggregate Limits		LIMIT
X	Products / Completed Operations	\$1,000,000
X	Public Officials Errors and Omissions	\$1,000,000
	Employment Practices Liability	
	Educators Legal Liability	

**See last page for additional information.*

SLIP Proposal

SUBLIMITS:

(Coverage applies only where checked)		LIMIT	DED/SIR
X	Fire Damage Liability (Sublimit of Personal Injury/property Damage Coverage Limit) Capped at \$1,000,000	\$1,000,000	\$1,000

- Limits are exhausted by Indemnity and Defense Cost.
- Limits are Per Occurrence.
- There is no General Aggregate.
- Limits apply to each entity in the program.

****This QUOTATION is subject to review and possible re-rating if there are any significant changes in operations, exposure or experience prior to AmTrust binding. Such significant changes include, but are not limited to, any declared or potential occurrence series, claims series or batch notices by or to the insured.****

ANNUAL

PREMIUM:

* Taxes, surplus lines fee and brokerage fees are included.

Option 1 - \$1,000,000
Premium: \$1,000.00
Taxes: \$30.00
Stamp Fee: \$2.50
Broker Fee: \$115.00
SHR Fee: \$6.00
MGA Service Fee: \$25.00
Total Cost: \$1,178.50

Option 1 - \$2,000,000
Premium: \$1,375.00
Taxes: \$41.25
Stamp Fee: \$3.44
Broker Fee: \$158.13
SHR Fee: \$8.25
MGA Service Fee: \$34.38
Total Cost: \$1,620.44

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) GOES INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS LINES TAXES AND/OR FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES AND/OR FEES OWED MUST BE PROMPTLY REMITTED TO ALLIANT INSURANCE SERVICES, INC.

SHR Fee is 100% earned.

Mid-term cancellations could have a short-rate penalty applied to the return premium.

TRIA OPTION: 5% of premium plus applicable taxes and fees.

MINIMUM EARNED: 25% of the annual premium

SUBJECT TO AUDIT: NO

MAJOR EXCLUSIONS:

- Workers' Compensation
- Asbestos
- Auto Liability (unless Owned Auto coverage provided)
- Uninsured Motorist coverage except if Auto Liability marked X'd above, or unless coverage specifically requested and in file
- Failure to Supply
- Pollution Except for Hostile Fire and Vehicle Upset / Overturn coverage
- Inverse Condemnation / Eminent Domain
- Care, Custody, and Control
- Medical Payment Coverage
- Dam Liability
- All Aircraft; Watercraft over 51 feet in length
- Airports
- Medical Malpractice (except incidental)
- Subsidence
- Nuclear Material
- ERISA
- Fungi or Bacteria
- War or Terrorism
- Securities and Financial Interest
- Mold
- Directors & Officers Liability if Public Officials E&O applies
- Employment Practices Liability
- Montrose Exclusion – Prior knowledge of incident or loss
- Abuse & Molestation
- Residential Construction
- Athletic Participants
- Transit Operations
- Bodily Injury of Tenants or Guests of Tenants for Habitational Risks
- Insurance Agent/Claims Administration/Mortgage Broker
- Lead

CLAIMS REPORTING: Please contact Alliant to report claims. Program and Deductible loss adjustment will be provided by Carl Warren Co.

PROPOSAL DATE: 8/8/12

PROPOSAL VALID UNTIL: 30 days from proposal date

SLIP Proposal

BROKER:

ALLIANT INSURANCE SERVICES, INC. • NEWPORT BEACH, CA

Gordon B. DesCombes, Executive Vice President

Rick Steddom, Vice President

Christine Tobin, Vice President

John Peterson, Account Manager Lead

Sheryl Fitzgerald, Account Manager lead

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS



This proposal is for information purposes only and does not amend, extend or alter the policy in any way. Please refer to the policy form for completed coverage and exclusion information.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

**Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.*

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

To learn more about companies doing business in California, visit the California Department of Insurance website at www.insurance.ca.gov.



NEW BUSINESS

**Gus Velasco Neighborhood Center Renovation and Modernization Project –
Authorization to Purchase Computer and Networking Equipment**

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the Director of Purchasing to issue purchase orders to Hewlett-Packard Inc. for a total amount not to exceed \$28,229 for the purchase of computer hardware (personal computers) through the Western States Contract Alliance (WSCA); and
2. Authorize the Director of Purchasing to issue a purchase order to Tredent Data System in an amount not to exceed \$38,416 for the purchase of Cisco networking equipment.

BACKGROUND

Staff has been working with numerous vendors over the past several months to develop the specifications for the computer hardware (personal computers and networking equipment) and software that will be used to support staff and the resident and business community at what will be the newly-renovated Gus Velasco Neighborhood Center. The new equipment will replace outdated personal computers, networking hardware, operating systems, and productivity software.

Items were grouped into several main categories where interested vendors provided quotes based on the specifications set forth by the Director of Technology Services.

Computer Hardware

- Seven (7) HP 8200 Elite all-in-one PCs with 5 years of next business day onsite hardware support.
- Fifteen (15) HP 8200 Elite all-in-one PCs with additional 4 GB of memory and 5 years of next business day onsite hardware support.

<u>Vendor</u>	<u>Bid Amount</u>
Hewlett-Packard (WSCA contract# B27164-CA)	\$28,228.85 *
CDWG	\$28,354.47
GovConnection	\$29,881.93

* Lowest bidder / Recommended vendor



City of Santa Fe Springs

Successor Agency

August 23, 2012

Cisco Networking Equipment

The current Cisco networking equipment at the Neighborhood Center is over 10 years old and is no longer supported by the manufacturer. In order to meet the demands of the technology being implemented and accommodate future networking infrastructure needs, newer Cisco models are needed. Based on Cisco recommendations, Staff prepared a listing of the necessary equipment and Staff contacted 11 vendors, with only two submitting appropriate quotes.

<u>Vendor</u>	<u>Bid Amount</u>
Tredent Data System	\$36,586.75 *
Calhoun Technologies	\$44,968.13

* Lowest bidder / Recommended vendor

FISCAL IMPACT

Funding for this project was approved by the Oversight Board of the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

INFRASTRUCTURE IMPACT

The purchase and installation of the specified computer hardware, software, and networking equipment for the Gus Velasco Neighborhood Center will provide the necessary upgrade in technology infrastructure for continued functional and essential service to the community.

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

Thaddeus McCormack
City Manager

Attachment

Western State Contracting Alliance (WSCA) Contract# B27164-CA

CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
HEWLETT-PACKARD COMPANY
MASTER PRICE AGREEMENT
CONTRACT B27164

1. Scope:

This Participating Addendum covers the purchase of all Computer Equipment, Software, Peripherals and Related Services for all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR IT HARDWARE: PC GOODS AND ENTERPRISE, SERVERS AND STORAGE PRODUCTS.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN HP, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, HP AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. HP, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. Leasing

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. For small dollar transactions where GS \$Mart or Lease \$Mart isn't available, local agencies are able to take advantage of leasing options in the original (Minnesota) contract.

3. Changes:

Changes to the terms and conditions of the signed Master Price Agreement and Participating Addendum are as follows:

- a. Orders and payment may be handled by one of HP's authorized Resellers as approved by HP. All other agency orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as allowed in this section of the Participating Addendum.
- b. The California General Provisions (CAGP) **Revision 8/10/2009 (GSPD-4011T based on April 12, 2007 standard)** for Western States Contracting Alliance (WSCA) Computer Equipment, Software, Peripherals and Related Services as attached become a part of this Participating Addendum.
- c. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Minnesota, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- d. The State of California will retain the same contract number as the State of Minnesota, Master Price Agreement number, B27164.

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- e. State of Minnesota, Master Price Agreement cover page, is hereby modified as follows:
"Original Award Date" changed to "Effective Date 9/1/2009".

- f. Delivery:

As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

- g. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- h. Reports & Administrative Fee:

Contractor shall submit quarterly reports to the California Contract Administrator for all California purchases providing the following information for products:

Agency Name	Agency Contact Name
WSCA Contract Number	Agency Address
Purchase Order Number	Total Invoice Amount
Purchase Order Date	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA

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MASTER PRICE AGREEMENT
CONTRACT B27164**

707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- i. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- j. The primary Hewlett Packard CUSTOMER contact for this Participating Addendum is as follows:

Hewlett Packard

Address: 442 Swan Blvd.
Deerfield, IL 60015

Contact: Debra Lee

E-Mail: Debra.lee@hp.com

Phone: 847/537-0344

Fax: 847/572-1336

- k. Price Agreement Number:

The Master Price Agreement number for the Participating State is B27164. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

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m. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

By Signing below Hewlett Packard agrees to offer the same products/and or services as on the State of Minnesota B27164 at prices equal to or lower than the prices on this contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

8/31/09 **GENERAL SERVICES
LEGAL SERVICES**

State of California:

By: *J. Ellsworth Jr.*

Name: Jim Butler

Title: Deputy Director

Date: *8/31/09*

Hewlett Packard

By: *Chris Backs*

Name: Chris Backs

Title: CONTRACT NEGOTIATOR

Date: *August 25, 2009*

PLEASE SEE ITEM 3A



City of Santa Fe Springs

City Council

August 23, 2012

CONFERENCE AND MEETING REPORT

Councilmember González's Attendance at the Santa Fe Springs Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Councilmember González attended the Santa Fe Springs Chamber Workshop in La Jolla, California, August 9-11, 2012. The conference dealt with economic issues facing cities due to the loss of redevelopment agencies.

Luis M. González
Councilmember



City of Santa Fe Springs

City Council

August 23, 2012

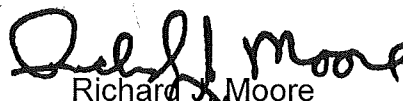
CONFERENCE AND MEETING REPORT

Mayor Pro Tem Moore's Attendance at the Santa Fe Springs Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Mayor Pro Tem Moore attended the Santa Fe Springs Chamber Workshop in La Jolla, California on August 10, 2012. The conference dealt with economic issues facing cities due to the loss of redevelopment agencies.


Richard J. Moore
Mayor Pro Tem



City of Santa Fe Springs

City Council

August 23, 2012

CONFERENCE AND MEETING REPORT

Mayor Round's Attendance at the Santa Fe Springs Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Mayor Rounds attended the Santa Fe Springs Chamber Workshop in La Jolla, California on August 10, 2012. The conference dealt with economic issues facing cities due to the loss of redevelopment agencies.

William K. Rounds
Mayor



City of Santa Fe Springs

City Council Meeting

August 23, 2012

PUBLIC HEARING

Resolution No. 9387 - Self Certification of Conformance to Congestion Management Program

RECOMMENDATION

That the City Council take the following actions:

1. Conduct a public hearing and adopt Resolution No. 9387, finding the City of Santa Fe Springs to be in conformance with the Congestion Management Program (CMP); and
2. Adopt the City of Santa Fe Springs Local Development Report.

BACKGROUND

The Congestion Management Program (CMP) is a county-wide program enacted by the State of California to reduce traffic congestion in the State's urbanized areas. The CMP originated in the State Legislature with the passage of Assembly Bill 471 in 1989 and Assembly Bill 1791 in 1990. The CMP became effective when Proposition 111, which increased the State Gas Tax by nine (9) cents over a five-year period, was approved by the voters in June 1990. The Los Angeles County Metropolitan Transportation Authority (MTA) has taken the leadership role to be the Congestion Management Agency for the County of Los Angeles. MTA was responsible for the development, implementation and subsequent annual update of the CMP for the entire county. The CMP was adopted by MTA on November 18, 1992.

In conjunction with requirements of the CMP, the City of Santa Fe Springs on March 25, 1993 adopted a Transportation Demand Management (TDM) Ordinance designed to reduce vehicle trips and promote alternatives to driving alone.

The self-certification process is an annual requirement to maintain conformance with the CMP and ensure continued flow of gas tax funds to the City. This process is accomplished by adoption of a resolution at a noticed public hearing.

Notice of the public hearing has been done by posting.

Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9387

2012 Local Development Report

TDM Ordinance 820/Muni Code Section 155.502

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 13, 2012

RESOLUTION NO. 9387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA FINDING THE CITY OF SANTA FE SPRINGS TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65089

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council of the City of Santa Fe Springs held a noticed public hearing on Thursday, August 23, 2012.

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

Section 1. That the City of Santa Fe Springs has taken all of the following actions, and that the City of Santa Fe Springs is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

The City of Santa Fe Springs has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City of Santa Fe Springs has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Santa Fe Springs has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City of Santa Fe Springs with transportation improvements, and demonstrates that the City of Santa Fe Springs is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

Section 2. That the Deputy City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

APPROVED and ADOPTED on this 23rd day of August, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK

City of Santa Fe Springs
2012 CMP Local Development Report
Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Date Prepared: July 31, 2012

Contact: Noe Negrete
Phone Number: (562) 868-0511 ext. 7611

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY**

2011 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.**
Please do not enter data in these cells.

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential
Multi-Family Residential
Group Quarters

16.00

28.00

0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)
Commercial (300,000 sq.ft. or more)
Freestanding Eating & Drinking

(45.31)

0.00

0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging
Industrial
Office (less than 50,000 sq.ft.)
Office (50,000-299,999 sq.ft.)
Office (300,000 sq.ft. or more)
Medical
Government
Institutional/Educational
University (# of students)

(20.89)

(477.32)

9.06

0.00

0.00

0.00

0.00

0.00

0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE
ENTER IF APPLICABLE

0.00

0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units
Exempted Non-residential sq. ft. (in 1,000s)

0

0

Page 1

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

City of Santa Fe Springs

Date Prepared: July 31, 2012

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY**RESIDENTIAL DEVELOPMENT ACTIVITY**

Category	Dwelling Units
Single Family Residential	23.00
Multi-Family Residential	28.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	12.41
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	9.06
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Santa Fe Springs 2012 CMP Local Development Report Reporting Period: JUNE 1, 2011 - MAY 31, 2012		Date Prepared: July 31, 2012
Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."		
PART 2: NEW DEVELOPMENT ADJUSTMENTS		
IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.		
RESIDENTIAL DEVELOPMENT ADJUSTMENTS		
Category	Dwelling Units	
Single Family Residential	7.00	
Multi-Family Residential	0.00	
Group Quarters	0.00	
COMMERCIAL DEVELOPMENT ACTIVITY		
Category	1,000 Gross Square Feet	
Commercial (less than 300,000 sq.ft.)	57.72	
Commercial (300,000 sq.ft. or more)	0.00	
Freestanding Eating & Drinking	0.00	
NON-RETAIL DEVELOPMENT ACTIVITY		
Category	1,000 Gross Square Feet	
Lodging	20.89	
Industrial	477.32	
Office (less than 50,000 sq.ft.)	0.00	
Office (50,000-299,999 sq.ft.)	0.00	
Office (300,000 sq.ft. or more)	0.00	
Medical	0.00	
Government	0.00	
Institutional/Educational	0.00	
University (# of students)	0.00	
OTHER DEVELOPMENT ACTIVITY		
Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)	
ENTER IF APPLICABLE	0.00	
ENTER IF APPLICABLE	0.00	

Date Prepared: July 31, 2012	
2012 CMP Local Development Report	
Reporting Period: JUNE 1, 2011 - MAY 31, 2012	
Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."	
PART 3: EXEMPTED DEVELOPMENT ACTIVITY	
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)	
Low/Very Low Income Housing	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
High Density Residential Near Rail Stations	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
Mixed Use Developments Near Rail Stations	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> 1,000 Gross Square Feet <div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> 1,000 Gross Square Feet <div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> 1,000 Gross Square Feet <div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> 1,000 Gross Square Feet <div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div> Dwelling Units
Total Dwelling Units	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div>
Total Non-residential sq. ft. (in 1,000s)	<div style="display: inline-block; border: 1px solid black; width: 60px; text-align: center;">0</div>

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

Santa Fe Springs Code of Ordinances

§ 155.502 TRIP REDUCTION AND TRAVEL MEASURES.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALTERNATIVE TRANSPORTATION. The use of modes of transportation other than the single passenger motor vehicle, including but not limited to carpools, vanpools, buspools, public transit, walking and bicycling.

APPLICABLE DEVELOPMENT. Any development project that is determined to meet or exceed the project size threshold criteria contained in division (D) of this section.

BUSPOOL. A vehicle carrying 16 or more passengers commuting on a regular basis to and from work with a fixed route, according to a fixed schedule.

CARPOOL. A vehicle carrying two to six persons commuting together to and from work on a regular basis.

THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). A statute that requires all jurisdictions in the State of California to evaluate the extent of environmental degradation posed by proposed development.

DEVELOPER. The builder who is responsible for the planning, design and construction of an applicable development project. A **DEVELOPER** may be responsible for implementing the provisions of this section as determined by the property owner.

DEVELOPMENT. The construction or addition of new building square footage. Buildings or building additions which existed prior to the effective date of this section are exempt from these requirements. Building additions which are applied for after the effective date of this section must comply with these requirements if the square footage of the addition exceeds the threshold defined in division (D) of this section.

EMPLOYEE PARKING AREA. The portion of total required parking at a development used by on-site employees. Unless specified in the City/County Zoning Building Code, employee parking shall be calculated as follows:

<i>Type of Use</i>	<i>Percent of Total Required Parking Devoted to Employees</i>
Commercial	30%
Office/professional	85%
Industrial/manufacturing	90%

PREFERENTIAL PARKING. Parking spaces designated or assigned, through use of a sign or painted space markings for carpool and vanpool vehicles carrying commute passengers on a regular basis that are provided in a location more convenient to a place of employment than parking spaces provided for single occupant vehicles.

PROPERTY OWNER. The legal owner of a development who serves as the lessor to a tenant. The **PROPERTY OWNER** shall be responsible for complying with the provisions of this chapter either directly or by delegating such responsibility as appropriate to a tenant and/or his agent.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD). The regional authority appointed by the California State Legislature to meet federal standards and otherwise improve air quality in the South Coast Air Basin (the non-desert portions of Los Angeles, Orange, Riverside, and San Bernardino Counties).

TENANT. The lessee of facility space at an applicable development project.

TRANSPORTATION DEMAND MANAGEMENT (TDM). The alteration of travel behavior, usually on the part of commuters, through programs of incentives, services, and policies. **TDM** addresses, alternatives to single occupant vehicles such as carpooling and vanpooling, and changes in work schedules that move trips out of the peak period or eliminate them altogether (as is the case in telecommuting or compressed work weeks).

TRIP REDUCTION. Reduction in the number of work-related trips made by single occupant vehicles.

VANPOOL. A vehicle carrying seven or more persons commuting together to and from work on a regular basis, usually in a vehicle with a seating arrangement designed to carry seven to 15 adult passengers, and on a prepaid subscription basis.

VEHICLE. Any motorized form of transportation, including but not limited to automobiles, vans, buses and motorcycles.

(B) *Land use analysis program.* All development projects for which an Environmental Impact Report (EIR) is required to be prepared shall be subject to the Land Use Analysis Program contained in the Los Angeles County Congestion Management Program (CMP), and shall incorporate into the EIR an analysis of the projects' impacts on the regional transportation system. Said analysis shall be conducted consistent with the Transportation Impact Analysis (TIA) Guidelines contained in the most recent Congestion Management Program adopted by the Los Angeles County Metropolitan Transportation Authority.

(C) *Review of transit impacts.*

(1) Prior to approval of any development project for which an Environmental Impact Report (EIR) will be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) or based on a local determination, regional and municipal fixed-route transit operators providing service to the project shall be identified and consulted with. Projects for which a Notice of Preparation (NOP) for a draft EIR has been circulated pursuant to the provisions of CEQA prior to the effective date of this chapter shall be exempted from its provisions. The "Transit Impact Review Worksheet" contained in the Los Angeles County Congestion Management Program Manual, or similar worksheets, shall be used in assessing impacts. Pursuant to the provisions of CEQA, transit operators shall be sent an NOP for all contemplated EIR's and shall, as part of the NOP process, be given opportunity to comment on the impacts of the project, to identify recommended transit service or capital improvements which may be required as a result of the project, and to recommend mitigation measures which minimize automobile trips on the CMP network. Impacts and recommended mitigation measures identified by the transit operator shall be evaluated in the draft Environmental Impact Report prepared for the project. Related mitigation measures adopted shall be monitored through the mitigation

monitoring requirements of CEQA.

(2) Phased development project, development projects subject to a development agreement, or development projects requiring subsequent approvals, need not repeat this process as long as no significant changes are made to the project. It shall remain the discretion of the lead agency to determine when a project is substantially the same and therefore covered by a previously certified EIR.

(D) *Transportation demand and trip reduction measures.*

(1) *Applicability of requirements.*

(a) Prior to approval of any development project, the applicant shall make provision for, as a minimum, all of the following applicable transportation demand management and trip reduction measures.

(b) This section shall not apply to projects for which a development application has been deemed "complete" by the city pursuant to Cal. Gov't Code § 65943, or for which a Notice of Preparation for a DEIR has been circulated or for which an application for a building permit has been received, prior to the effective date of this section.

(2) *Development standards.* All facilities and improvements constructed or otherwise required within this section shall be maintained in a state of good repair.

(a) Nonresidential development of 25,000 square feet or more shall provide the following to the satisfaction of the city: a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area shall include, but is not limited to, the following:

1. Current maps, routes and schedules for public transit routes serving the site;
2. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators;
3. Ridesharing promotional material supplied by commuter-oriented organizations;
4. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information;
5. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

(b) Nonresidential development of 50,000 square feet or more shall comply with development standards of this division and shall provide all of the following measures to the satisfaction of the city:

1. Not less than 10% of employee parking area shall be located as close as is practical to the employee entrance(s), and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area shall be identified on the site plan upon application for building permit, to the satisfaction of city. A statement that preferential carpool/vanpool spaces for employees are available and a description of the

method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants; provided that at all times at least one space for projects of 50,000 square feet to 100,000 square feet and two spaces for projects over 100,000 square feet will be signed/striped for carpool/vanpool vehicles.

2. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of seven feet two inches shall be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions shall also be included in vanpool parking areas.

3. Bicycle racks or other secure bicycle parking shall be provided to accommodate four bicycles per the first 50,000 square feet of nonresidential development and one bicycle per each additional 50,000 square feet of nonresidential development. Calculations which result in a fraction of 0.5 or higher shall be rounded up to the nearest whole number. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather. Specific facilities and location (e.g., provision of racks, lockers, or locked room) shall be to the satisfaction of the city.

(c) Nonresidential development of 100,000 square feet or more shall comply with the development standards of this division, and shall provide all of the following measures to the satisfaction of the city:

1. A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers.

2. Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.

3. If determined necessary by the city to mitigate the project impact, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe and efficient access to nearby transit stations/stops.

4. Safe and convenient access from the external circulation system to bicycle parking facilities on-site.

(E) *Monitoring.* Prior to the issuance of a certificate of occupancy each development shall be certified to be in compliance with the provisions of this section.

(F) *Enforcement.* The enforcement of all provisions of this section shall be the responsibility of the Director of Planning and Development, or his duly designated representatives. In the event of a violation of these provisions, all departments, officials and public employees vested with the duty and authority to issue licenses or permits shall not issue said licenses or permits. Any license or permit so issued shall be null and void.

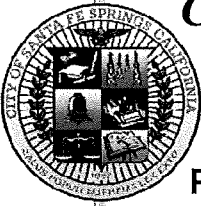
('64 Code, § 54.30) (Am. Ord. 820, passed 2-11-93) Penalty, see § 10.97

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City of Santa Fe Springs

City Council

August 23, 2012

PUBLIC HEARING

Clarke Estate Enhancement Project – Approval of Youth Employment Plan

RECOMMENDATION

The City Council take the following actions:

1. Conduct a public hearing on the proposed Youth Employment Plan for the Clarke Estate Enhancement Project as required by the County of Los Angeles; and
2. Adopt the proposed Youth Employment Plan and authorize the City Manager or his designee to submit it to the County of Los Angeles Regional Park and Open Space District.

BACKGROUND

At its meeting of February 23, 2012, the City Council adopted Resolution No. 9364 approving the City's application to request a grant of Proposition 'A' Excess Funds from the Los Angeles County Regional Parks and Open Space District in order to improve, rehabilitate, or restore real property for parks and recreation/cultural facilities. The application was approved by the County Board of Supervisors and an agreement awarding the City \$150,000 was fully executed on June 25, 2012. This grant will go to fund much needed enhancements at the Clarke Estate.

A stipulation of the grant is that the City must adopt a Youth Employment Plan (YEP) to employ, when feasible and for the duration of the project, "at-risk" youth that reside in Santa Fe Springs to assist in its completion. The labor associated with the project is not being performed directly by City staff and the nature of the project requires that the work be done by skilled laborers. As such, the City's YEP clearly states that "at-risk" youth will not be utilized for this County of Los Angeles grant-funded project. The proposed YEP, which is attached to this report, indicates that while "at-risk" youth will not be used for this project, the City will make every effort possible to utilize them in future community services real property improvement projects that are funded by the County.

FISCAL IMPACT

The adoption of the YEP will have a positive effect on the General Fund as it will reimburse General Fund monies that will be used for this enhancement project.


Thaddeus McCormack
City Manager

Attachment:

Youth Employment Plan for Grant No. 58J5-12-2299



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

"A great place to live, work, and play"

City of Santa Fe Springs
Youth Employment Plan

Clarke Estate Enhancement Project
Grant No. 58J5-12-2299

BACKGROUND

The City of Santa Fe Springs has received Fourth Supervisorial District Proposition 'A' Excess Funds in the amount of \$150,000 for the City of Santa Fe Springs Clarke Estate Enhancement Project.

The project includes the replacement of Estate house carpeting, preparation of reception area lawn for installation of artificial turf, removal of a cinderblock wall and existing water fountain, and the paving of a cement pathway from a storage shed to the Estate house.

The abovementioned work will be bid out and not performed directly by City staff. The nature of this project requires that all work be conducted by skilled laborers and is not appropriate for the employment of at-risk youth.

Although at-risk youth will not be utilized for this project, the City of Santa Fe Springs will assess future projects that could be funded through Supervisorial District funding opportunities and will seek to employ at-risk youth to the maximum extent feasible.

YOUTH EMPLOYMENT GOAL

Not applicable. As it was mentioned in the background section of this Youth Employment Plan, at-risk youth cannot be employed due to the highly skilled nature of the work to be performed.

William K. Rounds, Mayor • Richard J. Moore, Mayor Pro Tem
City Council
Louie González • Laurie M. Rios • Juanita Trujillo
City Manager
Thaddeus McCormack



City of Santa Fe Springs

City Council

August 23, 2012

ORDINANCE FOR PASSAGE

Ordinance No. 1033 – An Ordinance Dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)

RECOMMENDATION

That the City Council adopt Ordinance No. 1033 dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs).

BACKGROUND

In October 2009, the City formally established Community Facilities District 2009-1 ("CFD No. 1"), authorizing the levy of a special tax (commonly known as "Mello-Roos" taxes) on parcels within the Villages at Heritage Springs Development. The purpose of the CFD was to provide for the future collection of funds from property owners that would then be used to repay initial infrastructure improvement costs borne by the developer and additional ongoing costs of the City.

Recently, however, the managing developer (Villages at Heritage Springs, LLC) approached the City requesting the elimination of the special taxes and that the CFD be dissolved. The developer has cited the taxes as, among other things, being an impediment to home sales and the timely build-out of the project, which only compounds their problems in what is already a difficult housing market.

BENEFITS TO DEVELOPER AND CITY

It is in the developer's interest to facilitate the sale of homes in as expeditious manner as possible. The "Great Recession" and resultant downturn in the housing market have been a challenge to the developer in meeting that objective, albeit a challenge that has been felt universally by all housing developments. However, the Mello-Roos tax is a factor that has put the Villages project at a comparative disadvantage with competing and surrounding housing developments. Removal of the special tax will lower a financial barrier for many home buyers, thus putting the Villages project on more even footing with other projects. In so much as the removal of the Mello-Roos will facilitate more sales sooner, the City will also benefit from a more fully occupied development. A more vibrant housing development stimulates outside commercial and retail interests in the community, which at times have been difficult to attract.



City of Santa Fe Springs

City Council Meeting

August 23, 2012

FINANCIAL CONSEQUENCES

While the dissolution of the CFD has an overall positive effect, it should be noted that it is not without negative financial consequences, both for the City and the developer. In its current form, the CFD provides the City with the ability to assess up to \$500,000 annually (fully realized amount, once all homes are sold) in public safety and maintenance costs. This amount was projected to fund anticipated additional costs to the City of supporting this new development, using now outdated assumptions relating to population and budgetary growth. These projections were made prior to the "Great Recession" and the resultant drastic cuts to the City's budget, as well as before the 2010 Census, which showed a reduction in the City's population. Accordingly, the added influx of residents brought about by the full build-out of the Villages will not result in the increases in staffing or demand for services that were projected when the CFD was created.

The developer is effectively agreeing to forfeit collecting \$3.8 million in infrastructure and City fees from property owners. Of this amount, \$732,262 represents City fees which they will pay the City within 90 days (with interest). Furthermore, the developer has agreed to pay all of the City's legal and administrative costs necessary to dissolve the CFD.

Thaddeus McCormack
City Manager

Attachment:
Ordinance No. 1033

ORDINANCE NO. 1033

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS DISSOLVING CITY OF
SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2009-1 (VILLAGES
AT HERITAGE SPRINGS)**

WHEREAS, on August 27, 2009, this City Council (the "City Council") of the City of Santa Fe Springs (the "City"), adopted its Resolution No. 9211 entitled "Resolution of Intention to Establish Community Facilities District," stating its intention to establish "City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance the acquisition and construction of certain public facilities and to finance certain public services;

WHEREAS, also on August 27, 2009, the City Council adopted its Resolution No. 9212, entitled "Resolution of Intention to Incur Bonded Indebtedness" stating its intention to incur bonded indebtedness upon the security of the special tax to be levied within the CFD pursuant to the Act;

WHEREAS, notice was published as required by the Act relative to the intention of the City Council to form the CFD, to provide for certain facilities and services and to incur bonded indebtedness for the CFD;

WHEREAS, the City Council held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance the costs of the facilities and the services and (ii) the issuance of bonded indebtedness for the CFD;

WHEREAS, at the hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD, the levy of special taxes in the CFD and issuance of bonded indebtedness were heard, substantial evidence was presented and considered by the City Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, on October 8, 2009, this City Council adopted its Resolution No. 9217, entitled "Resolution of Formation of Community Facilities District", its Resolution No. 9218, entitled "Resolution Determining the Necessity to Incur Bonded Indebtedness" and its Resolution No. 9219, entitled "Resolution Calling Special Election", which resolutions adopted a definition of the facilities and services to be financed by the CFD, established the CFD, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD;

WHEREAS, on October 8, 2009, a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote

required by the Act, and the City adopted its Resolution No. 9220, entitled "Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien;"

WHEREAS, on October 19, 2009, a Notice of Special Tax Lien was recorded in the office of the Los Angeles County Recorder as Document No. 20091579841 to give notice of the lien securing the obligation to pay special taxes to owners of all non-exempt property in the CFD;

WHEREAS, on October 22, 2009, this City Council adopted its Ordinance No. 1004 (the "Special Tax Ordinance") entitled "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. 2009-1 (Villages at Heritage Springs)," pursuant to which the City Council authorized and levied special taxes within the CFD;

WHEREAS, a developer of property in the CFD, Villages at Heritage Springs, LLC, a California limited liability company, has asked the City to dissolve the CFD and has agreed to pay to the City, within 90 days of the introduction of this Ordinance, all fees owed to the City under the Disposition and Development Agreement related to the property in the CFD (in the amount of \$732,262, plus interest) and the City's costs of dissolving the CFD; and

WHEREAS, Section 53338.5 of the Act authorizes the City Council, by ordinance, to dissolve the CFD upon determining that (a) the CFD is not obligated to pay any outstanding debt and (b) the CFD has no authorization to levy any special tax; and

WHEREAS, the City Council wishes to dissolve the City pursuant to the Act.

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

Section 1. The City Council hereby finds that the recitations of facts set forth in the preceding clauses are true and correct. The City Council further finds that the CFD is not obligated to pay any indebtedness and that, because the City has agreed with the developer of property in the CFD that the City will not levy special taxes in the CFD to finance either the authorized facilities or the authorized services, the CFD has no authorization to levy any special tax.

Section 2. By the passage of this Ordinance, the City Council hereby dissolves the CFD. Beginning in fiscal year 2012-13, the City will have no authority to levy special taxes in the CFD.

Section 3. The City Manager or his designee is hereby directed to cause the City Clerk to record an addendum to the Notice of Special Tax Lien in the office of the Los Angeles County Recorder stating that the CFD and all associated liens, if any, have been dissolved.

Section 4. The City Manager or his designee is hereby directed to establish a procedure for returning to property owners special tax revenues on hand with the City.

Section 5. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing Ordinance was adopted this 23rd day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

August 23, 2012

NEW BUSINESS

Authorize the Purchase of Grant Funded Portable Radios from Motorola Solutions Inc.

RECOMMENDATION

That the City Council authorize the Director of Purchasing to purchase from Motorola Solutions Inc. radios utilizing County of Los Angeles' Contract No. MA-IS-1240419-1 and authorize issuing a purchase order in the amount of \$164,330.87

BACKGROUND

The Department of Fire-Rescue was notified on July 16, 2012 by the LA County Grants Department that monies were made available to agencies for communications projects that could be completed by September 30, 2012. The funds were from the 2008 State Homeland Security Grant Program (CAL-EMA and Federal DHS), which had a scheduled end date of March 31, 2012. The funds available to us are "reallocated" from other agencies that could not spend the funds or failed to meet the project deadlines. This provided our agency with a unique opportunity to secure funds for equipment that require replacement and updating over its usual service life.

The Department of Fire-Rescue was awarded \$164,330.87 for the purchase of "Interoperable Communications Equipment" to be used for the direct purchase of portable radios, accessories, and support equipment. This is a "reimbursement" grant in which our City must purchase the equipment and submit for reimbursement from the County of Los Angeles Grants Department. The challenge is the compressed timeline; all equipment must be delivered and the vendor must be paid by September 30, 2012. Reimbursement takes approximately 4-6 weeks after the submission of the required documents.

The Department is currently at the minimum supply of portable radios (38) for its members. Portables that become inoperable, damaged during fire-ground operations (water/smoke damage), training, or other issues, require replacement. The driving force for the request is that to remain up to date on interoperable communications, fire departments are now purchasing combination radios that transmit in both UHF and VHF frequencies; other area agencies are placing one radio per apparatus to accommodate the communication needs during an incident and increase life safety during an incident.



City of Santa Fe Springs

City Council Meeting

August 23, 2012

This communications equipment order includes combination UHF/VHF radios, and the support equipment required for them. Mobile UHF/VHF radios are also included and the costs associated with re-fitting radios to handle this new mission. Motorola Solutions Inc. has a contract number MA-IS-1240419-1 with LA County; this contract allows local agencies to "piggyback" on this contracts pricing for radios and equipment. KR Nida, the local dealer for Motorola Solutions Inc. has been advised of the compressed timeline to deliver the communications equipment and has assured us that they have the items in stock and can deliver within the compressed timeline.

FISCAL IMPACT

The grant does not require matching City funds.

Thaddeus McCormack
City Manager

Attachments:

- (1) Motorola Solutions Inc. contract pricing
- (2) County of Los Angeles Master contract with Motorola Solutions Inc.



Dealer/Agent/MR Proposal

#6955

Date: August 16, 2012

MOTOROLA

Dealer/Agent/MR Name: KR Nida Corporation

Agent Address: 3827 Foothill Blvd. La Crescenta, CA 91214

Prepared By: Kevin R. Nida (818) 957-1248

Fax: (818) 957-0719

CUSTOMER #:

Prepared For	Santa Fe Springs Fire	Bill To:	Santa Fe Springs Fire	Ship to:	Santa Fe Springs Fire	Ultimate Destination:	Santa Fe Springs Fire
Street		Street		Street		Street	
City		City		City		City	
State/Zip		State/Zip		State/Zip		State/Zip	
Att:	Brent Hayward	Accounts Payable		Att:	Brent Hayward	Att:	Brent Hayward

LOS ANGELES COUNTY CONTRACT # MA-IS-1240419-1

Qty.	Model	Description	List Price	Your Price	Total Price
		APX7000XE DIGITAL PORTABLE RADIO			
17	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RADIO	\$3,400.00	\$2,720.00	\$46,240.00
17	QA00572AB	ADD: UHF RANGE 2 PRIMARY BAND	\$0.00	\$0.00	\$0.00
17	QA00574AC	ADD: VHF SECONDARY BAND	\$0.00	\$0.00	\$0.00
17	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	\$500.00	\$400.00	\$6,800.00
17	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$800.00	\$13,600.00
17	Q806BP	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$412.00	\$7,004.00
17	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,200.00	\$20,400.00
17	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$240.00	\$4,080.00
17	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$4.00	\$68.00
17	QA01376AB	ADD: VHF & UHF (380-520) GPS ANTENNA	\$65.00	\$52.00	\$884.00
17	QA00782AD	ENH: INTERNAL ACTIVATION AND GPS BASIC FUNCTIONALITY	\$100.00	\$80.00	\$1,360.00
17	Q947BD	ADD: RADIO PACKET DATA	\$200.00	\$160.00	\$2,720.00
17	G966AV	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$80.00	\$1,360.00
17	QA00582AC	ALT: APX7000 LION 4000MAH IMPRES FM IP67 BATT	\$100.00	\$80.00	\$1,360.00
17	H64BD	ALT: APX 7000XE HOUSING YELLOW	\$25.00	\$20.00	\$340.00
17	Q53AN	ADD: FRONT PANEL PROGRAMMING OPTION	\$150.00	\$120.00	\$2,040.00
17	HA00025AB	ADD: 3 YR REPAIR SERVICE ADVANTAGE COMPREHENSIVE	\$275.00	\$275.00	\$4,675.00
17	H799AV	ADD: TEST RESULTS / RATED AUDIO PRINTOUT	\$10.00	\$8.00	\$136.00
		ACCESSORIES			
20	NNTN8092A	BATT IMP FM R L ION 2300M 2350T BLK	\$140.00	\$112.00	\$2,240.00
10	HMN4104B	IMPRES RSM DSPLY W JACK, W CHNL	\$375.00	\$300.00	\$3,000.00
20	NNTN8203ABLK	IMPRES XE RSM, BLACK	\$335.00	\$268.00	\$5,360.00
60	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA	\$125.00	\$100.00	\$6,000.00
5	NNTN7073B	IMPRES CG MUD MACKINAW US/NA/CA/LA W/ DISPLAY	\$1,350.00	\$1,080.00	\$5,400.00
20	NTN2570B	ASSEMBLY, ACCESSORY, WIRELESS ACCY KIT, NFP, 12" CABLE	\$295.00	\$236.00	\$4,720.00
15	H1820B	O5 MID POWER REMOTE CONVERSION KIT	\$850.00	\$663.00	\$9,945.00
		Proposal Page			\$149,732.00

Sub-Total	\$149,732.00
Tax	\$13,101.55
Shipping	\$1,497.32
TOTAL	\$164,330.87

QUOTE TERMS AND CONDITIONS :

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 2. Purchaser will be responsible for shipping costs, which will be added to the invoice.
 3. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
 4. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
 5. Prices quoted are valid for thirty (30) days from the date of this quote.
 6. Unless otherwise stated, payment will be due within thirty days after invoice.
 7. Motorola's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 8. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.


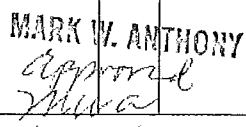
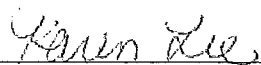
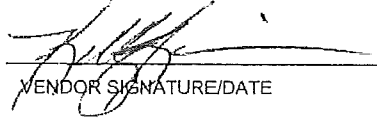
Acceptance of Quotation and
Motorola's Terms and Conditions

Approval Signature

Print Name

Print Title

P.O. # Assigned

TERM CONTRACT AWARD				CONTRACT NO: MA-IS-1240419-1		VERSION DATE 06/27/12	
INTERNAL SERVICES DEPARTMENT				PROCUREMENT FOLDER: 437752			
<div style="border: 1px solid black; padding: 10px; margin: 10px;"> <p>MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1870 LOS ANGELES CA 90017</p> </div>				BUYER: Karen Lee PHONE: 323-881-5150 EMAIL: kmlee@isd.lacounty.gov			
				VENDOR NO: 033256 CONTACT: DAVE ANDREWS PHONE: 213-362-6704			
				FISCAL YEAR: EFFECTIVE DATE: 07/01/12 EXPIRATION: 06/30/15			
Radio Communications (Motorola)							
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE		
1	COMMODITY CODE: 725-45-00-028600 Radio Communications Equipment MFG: Motorola % Discount: See Exhibit A - Contract Discounts pages 1-15 dated July 1, 2012. For pricing see Electronic Catalog (ECAT) dated: April 1, 2012 and any subsequent revisions and updates.	0.000		DISCOUNT	0.0000 %		
2	COMMODITY CODE: 962-86-00-043391 FREIGHT (SEE PAGE 15 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000		
		MARK W. ANTHONY <i>Approved</i> 					
 COUNTY OF LOS ANGELES		 VENDOR SIGNATURE/DATE					

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1
	PAGE 2
<p>1 TERMS & CONDITIONS OF PURCHASE FOR CONTRACT 1240419</p> <p>***NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 43070 (TERM: 2007 - 2012) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 43070. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.***</p> <p>****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.****</p> <p>CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.</p> <p>2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS.</p> <p>3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.</p> <p>4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID</p>	

SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 1240419 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).

6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY.

DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.

8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.

8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.

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<p>9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.</p> <p>10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.</p> <p>11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.</p> <p>11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.</p> <p>12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.</p>	

13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.

IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.

VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.

THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.

14 LIABILITY INSURANCE:

THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE

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<p>COUNTY.</p> <p>THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.</p> <p>ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.</p> <p>15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION</p> <p>16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION</p>	

17 INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.

THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.

THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:
ATTN:

SOLICITATION/CONTRACT #

COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM # G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY THIS AGREEMENT.
- (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.

(3) CONTRACTOR AGREES CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.

(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT.

(5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT.

18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.

FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:

(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.

(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.

(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

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<p>(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.</p> <p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIRMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p> <p>19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.</p> <p>20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.</p> <p>20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 1240419, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF</p>	

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<p> RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS. </p> <p> 21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE. </p> <p> 22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY. </p> <p> 23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT. </p> <p> COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD. </p> <p> 24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. </p>	

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<p>COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>26 STANDARD TERMS AND CONDCTIONS, PAGE16 -PRICE GUARANTEE: DELETED</p> <p>27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER.</p> <p>29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS.</p> <p>28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER.</p> <p>30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER</p>	

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<p>DESIGNEE.</p> <p>30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN.</p> <p>31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER.</p> <p>32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.</p> <p>32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>33 COUNTY LOBBYISTS: VENDOR AND EACH COUNY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT.</p> <p>33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p>	

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<p>34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR.</p> <p>CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE.</p> <p>35 PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER</p>	

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<p>SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.</p> <p>EACH PARTICIPATING PUBLIC AGENCYS PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-1240419 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.</p> <p>36 FREIGHT/SHIPPING CHARGES:</p> <ol style="list-style-type: none"> 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE. 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE. 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE. <p>37 PRICING AS PER ATTACHED:</p> <ol style="list-style-type: none"> 1. ELECTRONIC CATALOG (ECAT) MOTOROLA PRODUCT CATALOG DATED APRIL 1 2012 AND ANY SUBSEQUENT REVISIONS AND UPDATES. 2. EXHIBIT A DATED JULY 1 2012 <p>38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS.</p> <p>UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206.</p>	

39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM

FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.

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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p>	

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<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 	

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<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p>	
<p style="text-align: center;">PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p>	
<p style="text-align: center;">ASSIGNMENT BY CONTRACTOR</p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>	

EXHIBIT A
MA-IS-1240419 CONTRACT AGREEMENT PRICING
2012-2015
MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES

Motorola products & services discount percentages is listed below

Pricing for products & services listed below is located in Motorola
Product Catalog (ECAT)

Pricing shall be in accordance with Motorola Product Catalog (ECAT) and
any subsequent revisions and updates

New Products released between contract renewals will be offered to the
County with prevailing discounts. Motorola will revise Exhibit A to
included the new products

MOTOROLA PRODUCTS	2012 - 2015 DISCOUNT %
General Information	
Astro Network Management Master Site	
MTC 9600	14.00%
PSC 9600 Site Controller	14.00%
GCP 8000 Site Controller	18.00%
Master Site ASTRO 7.5	14.00%
Master Site ASTRO 7.5 Upgrade Add-On	14.00%
Master Site ASTRO 7.6	14.00%
Master Site ASTRO 7.6 Upgrade Add-On	14.00%
Master Site ASTRO 7.7	14.00%
Master Site ASTRO 7.7 Upgrade Add-On	14.00%
Master Site ASTRO 7.8	14.00%
Master Site ASTRO 7.8 Upgrade Add-On	14.00%
Biometric Applications	

Comparators	
GCM 8000 Comparator	18.00%
ASTRO-TAC 3000 Comparator	15.00%
ASTRO-TAC 3000 Comparator Expansion	15.00%
ASTRO-TAC 9600 Comparator	15.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparators	15.00%
Data Applications	
Digital Patroller 2 (DP-2)	5.00%
DP-2 In-Car Products	5.00%
DP-2 Video Management System (Server)	5.00%
Automatic License Plate Recognition	5.00%
Fixed Automatic License Plate Recognition	5.00%
Enterprise Application	
Motopro Mobility Suite	5.00%
Video Solutions	
Video Cameras	5.00%
Mesh Camera Solutions	5.00%
Multi-Net Mobility	5.00%
Records Management	5.00%
Tx Messenger	5.00%
Data Integrated Solutions Services	
IDSL-Integrated Data Solutions Laboratory	5.00%
Data Subscriber Devices	
Digital Patroller 2	
HPD 1000 Modem	5.00%
MVX In-Car Video System	5.00%
Fixed Automatic License Plate Recognition	5.00%
Vehicular Radio Modem (VRM)	
Vehicular Radio Modem 850	12.00%
Rugged Mobile Computing Devices (ML and MW)	
MW810 Mobile Workstation (F5208)	20.00%
MDR800 and MM1000 Mobile Workstations (F5217)	20.00%
MW800 Mobile Workstation (F5207)	20.00%
Handheld Mobile Computing Devices	
Mobile Computing Devices (ET1, MC75, MC35, MC70, MC9000)	25.00%

Mobile Video Enforcer	
Mobile Digital Video Recorder	5.00%
Digital Video Management Solution	5.00%
RadiolP	5.00%
Digital Conventional Systems	
IP Based Digital Conventional Systems	10.00%
Dispatch Solutions	
CENTRACOM Gold Series	
Gold Series Central Electronics Bank (CEB)	15.00%
Gold Series CEB Boards – BIMS	15.00%
Gold Series CEB Boards – Others	15.00%
Gold Series Computer Hardware Options & Accessory	15.00%
Gold Series Elite	15.00%
Gold Series Elite Networking Equipment	15.00%
Gold Series Embassy	15.00%
Gold Series FLASHport Upgrades	15.00%
Gold Series Headsets	15.00%
Gold Series Licenses	15.00%
Gold Series Spares & Field-Add Items	15.00%
Gold Series Speakers	15.00%
Gold Series Upgrades	15.00%
Motorola Gold Elite Gateway (MGEG)	15.00%
Motorola MCC 7500 Products	
MCC Series Accessories	10.00%
MCC 7500 Dispatch Consoles	15.00%
MCC 7500 Archiving Interface Servers	10.00%
MCC 7500 IP Logging Recorder Products	10.00%
MCC 7500 Conventional Channel Items	15.00%
MCD 5000 Deskset System	15.00%
MCC 5500 Dispatch Console	15.00%
CommandSTAR Lite	15.00%
MC3000 Digital Desktop Controller	15.00%
MC Series Desktop Controllers	15.00%
911	15.00%
MIP 5000 IP Dispatch Console	10.00%
Monitoring and Control Network	10.00%

Logging Solutions	
NiceLog Logging Recorder	10.00%
NiceCall Focus III	10.00%
Dual Instant Recall Recorder	10.00%
MCC 7500 IP Logging Recorder Products	10.00%
NICE Inform	10.00%
Enterprise Applications	
MOTOPRO Mobility Suite	5.00%
Encoders	
No Current Product Offering	
Fire Station Alerting	
Fire Station Alerting 4000	10.00%
Fireground Solutions	
Fireground	5.00%
800MHz Simplex Operation - Frequency Translator	10.00%
Fixed Data Products	
ACE3600 RTU	18.00%
MOSCAD RTU	18.00%
MOSCAD-L RTU	18.00%
MOSCAD-M RTU	18.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
Fixed Stations	
CDR700/CDR500 Repeaters	
CDR700_500	20.00%
GR500 X-Pand 100 Watt Repeaters	
GR1225 Repeaters	20.00%
GR500 X-Pand & RKR1225 Repeater Housings	20.00%
100 Watt Repeater	20.00%
QUANTAR	
ASTRO-TAC Receiver	25.00%
QUANTAR	25.00%
QUANTAR High Power Boost Amplifier	25.00%
QUANTAR Receiver	25.00%
6809 Trunking	25.00%

Outdoor Cabinet for Intellirepeater Base Station	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
INTELLIREPEATER Trunking	25.00%
Kits and Accessories Options	25.00%
MTR2000 Stations/Repeaters/Receivers	25.00%
MTR2000 MOTOTRBO Upgrade	25.00%
MTR3000	25.00%
STR 3000 700 MHz	20.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 Software Upgrade	20.00%
GTR 8000 Expandable Site Subsystem Channel Ad	20.00%
Fixed Network Equipment	
FullVision	15.00%
Motorola Wireless Communication Sfw(MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	15.00%
MOTOMESH Extension	15.00%
MOTOMESH Duo	15.00%
MOTOMESH Solo	15.00%
Packet Data Gateway	15.00%
Packet Data Gateway (Rack mount-server based)	15.00%
Packet Data Gateway (HPD)	15.00%
Private Data Systems Software Subscriptions	15.00%
wireless Network Gateway - Rack mount Server-Based	15.00%
High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	15.00%
Fixed Stations Accessories	
Emergency NiCad Batteries	10.00%
Zetron 48 Max	10.00%
Zetron Model 30 Worldpatch	10.00%
Battery Reverting Charger	10.00%
Conventional Simulcast Controller	10.00%
Rapid Deployment Infrastructure	10.00%

Surge Suppression Equipment	15.00%
Fixed Station Antenna Systems	
Low Band	
Low Band Antennas	10.00%
Mid Band	
LOW PIM Antennas VHF	10.00%
LOW PIM Antennas UHF	10.00%
High Band	
High Band Antennas	10.00%
High Band Receiver Multicouplers	10.00%
High Band Circulators/Isolators	10.00%
High Band Duplexers	10.00%
High Band Transmitters/Combiners	10.00%
UHF Band	
UHF Band Antennas	10.00%
UHF Band Circulators/Isolators	10.00%
UHF Band Duplexers	10.00%
UHF Band Filters	10.00%
UHF Band Receiver Multicouplers	10.00%
UHF Band Transmitters Combiners	10.00%
700 MHz Products	10.00%
800 MHz.	
800 MHz. Antennas	10.00%
800/900 MHz. Circulators/Isolators	10.00%
800 MHz. Duplexers	10.00%
800 MHz. Filters	10.00%
800 MHz. Receiver Multicouplers	10.00%
800 MHz. Transmitters Combiners	10.00%
800 MHz Control Station Combiners	10.00%
900 MHz.	
900 MHz. Antennas	10.00%
800/900 MHz. Circulators/Isolators	10.00%
900 MHz. Duplexers	10.00%
900 MHz. Receivers Multicouplers	10.00%
Single Side Band	
Single Side Band Antennas	10.00%
Transmission Lines Super Flex/Low Density Foam	
1/4" Super Flex	10.00%

1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" New LDF Foam Kits	10.00%
1-1/4" LDF Foam Kits	10.00%
1-5/8" New LDF Foam Kits	10.00%
Aluminum Coaxial Cable	
7/8 Aluminum	10.00%
1 5/8 Aluminum	10.00%
VXL Flexible Cables	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
Aircell Cable	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
Mobile Stations	
ASTRO Digital APX 7500 Mobile Radios	
APX7500 Mobile Radio	20.00%
APX7500 Console	20.00%
ASTRO Digital APX 6500 Mobile Radios	
APX6500 Mobile Radio	20.00%
ASTRO Digital XTL 5000 Mobile & Console Radio	
W3 W4 W5 W7 W9 Control Heads	
ASTRO Digital XTL 5000 700/800 MHz	27.00%
ASTRO Digital XTL 5000 UHF/ R1 Mid-Power	27.00%
ASTRO Digital XTL 5000 UHF/ R1 Mid-Power	27.00%
ASTRO Digital XTL 5000 UHF/R1 High Power	27.00%
ASTRO Digital XTL 5000 UHF/R2 MID Power	27.00%
ASTRO Digital XTL 5000 VHF Mid Power	27.00%
ASTRO Digital XTL 5000 VHF High Power	27.00%
O5 and O3 Control Heads	
ASTRO Digital XTL 5000 O5/O3 Control Head Mobile	27.00%
Multiple Control Head XTL 5000 O5 Control Head Mobile	27.00%

XTL 5000 Console	
VHF UHF 700/800 & 896-940MHz XTL 5000 Console	22.00%
ASTRO Digital XTL 2500 Mobile Radios	
ASTRO Digital XTL 2500 700/800 MHz	22.00%
ASTRO Digital XTL 2500 UHF R1 Mid-Power	22.00%
ASTRO Digital XTL 2500 UHF R2 Mid-Power	22.00%
ASTRO Digital XTL 2500 VHF Mid-Power	22.00%
ASTRO Digital XTL 2500 UHF R1 High-Power	22.00%
ASTRO Digital XTL 2500 VHF High-Power	22.00%
Analog XTL 2500 900MHz	22.00%
Dual Control XTL 2500 All Bands	22.00%
ASTRO Digital XTL 1500 Mobile Radios	
ASTRO Digital XTL 1500 700/800 MHz	22.00%
ASTRO Digital XTL 1500 UHF R1 Mid-Power	22.00%
ASTRO Digital XTL 1500 UHF R2 Mid-Power	22.00%
ASTRO Digital XTL 1500 VHF Mid-Power	22.00%
Analog XTL 1500 900MHz	22.00%
ASTRO Spectra Plus Vocon Upgrade	
Astro Vocon Plus Board	22.00%
CDM750 CDM1250 & CDM1550	
CDM750	42.00%
CDM1250	42.00%
CDM1550	42.00%
CM 200 & 300	
CM 200 Mobile Radio	42.00%
CM 200 Mobile Radio	42.00%
Digital Vehicular Repeater	
Digital Vehicular Repeater UHF	10.00%
Digital Vehicular Repeater 800	10.00%
Digital Vehicular Repeater 700	10.00%
Digital Vehicular Repeater VHF	10.00%
CDM1550 LS+	
CDM1550 LS+	42.00%
CM200	
VHF Models	10.00%
UHF Models	10.00%

CM300	
VHF Models	10.00%
UHF Models	10.00%
In-Vehicle Phones	10.00%
PM Family of Mobiles	
PM1200 VHF Models	10.00%
PM1200 UHF Models	10.00%
PM1500 VHF Models	10.00%
PM1500 UHF Models	10.00%
PDR 3500	22.00%
Interoperability Solutions	
ISSI.1 Network Gateway	10.00%
Mobile Accessories	
Mobile Accesories	15.00%
Min Mag Antennas	10.00%
Parts Antennas	15.00%
Location Solutions	
ASTRO 25 Outdoor Location Solution Overview	10.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	10.00%
Network Security	
Network Security ASTRO 7x SYSTEMS	5.00%
Networking Products	
Switching and Routing Center	15.00%
Modems and Modem Cards	15.00%
Network Products Routers	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	15.00%
Network Products Time and Frequency	15.00%
Network Products WAN Switches	15.00%
Paging	
ADVISOR POCSAG	15.00%
ADVISOR FLEX	15.00%

MINITOR V	15.00%
LS355 POCSAG	15.00%
Radio Applications	
Pop25 for Trunking and Conventional	
Presence Notifier Application	15.00%
Advanced System Key	20.00%
Portable Radiophones	
APX Line	
APX 4000	20.00%
APX 7000	20.00%
APX 7000XE	20.00%
APX 6000 700/800 MHz	20.00%
APX 6000 VHF	20.00%
APX 6000 UHF	20.00%
APX 6000XE 700/800 MHz	20.00%
APX 6000XE VHF	20.00%
APX 6000XE UHF	20.00%
ASTRO Digital XTS 5000	
XTS 5000 700/800 MHz	27.00%
XTS 5000 VHF	27.00%
XTS 5000 UHF	27.00%
ASTRO Digital XTS 2500	
XTS 2500 700/800 MHz	24.50%
XTS 2500 900 MHz	24.50%
XTS 2500 VHF	24.50%
XTS 2500 UHF	24.50%
ASTRO Digital XTS 1500	
XTS 1500 700/800 MHz	22.00%
XTS1500 900 MHz	22.00%
XTS 1500 VHF	22.00%
XTS 1500 UHF	22.00%
MT 1500	
MT 1500 800 MHz	30.00%
MT 1500 VHF	30.00%
MT 1500 UHF	30.00%
XTS 4000	
XTS4000 VHF	5.00%

XTS4000 UHF R1	5.00%
MTVA & XTVA Accessories	22.00%
Mobile Vehicular Adapter (MTVA)	20.00%
XTS Vehicular Adapter (XTVA)	22.00%
XTVA Transportable Base Station	22.00%
CP210	
VHF Models	10.00%
UHF Models	10.00%
DTR Series	
DTR550	10.00%
DTR650	10.00%
EX500 EX560 XLS & EX600 XLS	
EX500	30.00%
EX560 XLS	30.00%
EX600 XLS	30.00%
BPR 40	
BPR 40	5.00%
HT1250 LS+ & HT1550 XLS HT1250 LS+	
VHF/UHF Models	43.00%
200 - 700 MHz Models	43.00%
HT750 & HT1250	
HT750	43.00%
HT1250	43.00%
PR400	
VHF Models	10.00%
UHF Models	10.00%
PR860	10.00%
PR1500	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
Radioware Solutions	
TX Application Software	5.00%
Receivers	
ASTRO TAC Receivers	20.00%
MTR 2000 Analog Receivers	20.00%
GPW 8000	20.00%
QUANTAR Receiver	25.00%

Secure Solutions	
ASTRO Digital Interface Unit (DIU)	
ASTRO DIU 3000	14.00%
ASTRO DIU Encryption	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
Key Variable Loader (KVL)	
KVL 3000 Plus	14.00%
KVL 3000 Plus FLASHport Upgrade	14.00%
KVL 4000	14.00%
Key Management Facility (KMF)	
Key Management Facility (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
PDR 3500	14.00%
MPEG Crypto Card	14.00%
SmartX	
SmartX	14.00%
Railroad Equipment	
No Current Product Offering	
Telephone Interconnect	
DT 1000 & 2000	10.00%
Zetron Model 30 Worldpatch	5.00%
Programming over P25 (POP25)	
POP25 Feature is Available on Select ASTRO 25 Portable Two-Way Radios	
Software Upgrades/FLASHport	
Software Subscription Agreement	0.00%
Infrastructure Software Upgrades/FLASHport ASTRO- TAC FLASHport & Upgrades	
ASTRO-TAC Receiver Conventional Upgrades	20.00%
ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
ASTRO-TAC 3000 Upgrades	20.00%
QUANTAR Software & Hardware Upgrade	
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%

STR 3000 FLASHport	20.00%
Programming Software	
Customer Programming Software	5.00%
Radio Service Software	5.00%
Subscriber Software Upgrades/FLASHport	
ASTRO Digital SABER FLASHport Upgrades	5.00%
ASTRO Spectra & AS Consolette FLASHport Upgrade	5.00%
ASTRO Digital SABER UCM FLASHport Upgrade	5.00%
ASTRO Spectra & AS+ Consolette UCM FLASHport Upgrade	5.00%
ASTRO Spectra Plus & AS+ Consolette FLASHport SW	5.00%
ASTRO Spectra Plus UCM FLASHport Software Upgrade	5.00%
MCS 2000 FLASHport Software Upgrade	5.00%
MTS 2000 FLASHport Software Upgrade	5.00%
MT 1500 FLASHport Software Upgrade	5.00%
XTS 1500 FLASHport Software Upgrade	5.00%
XTL 1500 FLASHport Software Upgrade	5.00%
XTS 2500 FLASHport Software Upgrade	5.00%
XTS 2500 UCM FLASHport Software Upgrade	5.00%
XTL 2500 FLASHport Software Upgrade	5.00%
XTS 3000 FLASHport Software Upgrade	5.00%
XTS 3000 UCM FLASHport Software Upgrade	5.00%
XTS 3500 FLASHport Software Upgrade	5.00%
XTS 5000 FLASHport Software Upgrade	20.00%
XTL 5000 & Consolette FLASHport Software Upgrade	20.00%
XTS 5000 UCM FLASHport Software Upgrade	20.00%
XTL 5000/2500 & Consolette UCM FLASHport Upgrade	20.00%
APX 7000 FLASHport Software Upgrade	20.00%
APX 7000 UCM FLASHport Software Upgrade	20.00%
Fixed Wireless (Broadband)	
RF Design Software	
EnterprisePlanner	15.00%
SiteScanner	15.00%
LANPlanner	15.00%
MeshPlanner	15.00%

Private Broadband Networks	15.00%
MeshPlanner	15.00%
PTP (Point to Point)	15.00%
RAD Data Products	15.00%
Point-to-Multipoint	15.00%
Wireless LAN	15.00%
Broadband IP CRYPTR	15.00%
Text Messaging Services Solution	
Text Messaging Services Solution	15.00%
Services Solutions	
Test Equipment	
Service Monitor	5.00%
Trunking Products and Systems	
MTC 3600	
MTC 3600 SMARTNET Single Site Controller	14.00%
MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
SmartZone Network Management & Controllers	
4.1 Network Management	14.00%
4.1 Network Management System Upgrades	14.00%
MZC 3000 Zone Controller	14.00%
MZC 5000 Zone Controller	14.00%
Zone Controller	14.00%
ZC/ZM/UCS 2.03/3.0 Upgrades	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	14.00%
Genesis	
GenWatch3 Over The Air Based Solutions	10.00%
GenWatch3 ATIA Based Solutions	10.00%
System Watch 3600 on XP	10.00%
Signal Booster and BDA	
Product Offering Listed in Parts & Accessories	

PassPort and LTR Infrastructure	
Trident	10.00%
Raider Xtreme System	10.00%
Marauder	10.00%
Raider	10.00%
Xtend	10.00%
Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools	
Contact Motorola Parts & Accessories Department (800 422 4210) for price quotes.	15.00%
Non-Motorola Mfg. Items - Supply Chain Commodities	
Item discounts will defined by APC Codes. APC Codes for Supply Chain Commodities are as follows: 131, 207, 229, 417, 457, 515, 557, 708, 740, 854	10.00%
Freight/Shipping Charges - Details	
<ol style="list-style-type: none"> 1) Orders placed through the Motorola Parts & Accessories Department will ship FOB destination, UPS ground. 2) Orders placed for radio and factory/manufactured items shall be charged at 1.25% of the equipment total and added to the price quote. 3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense. 	



NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 31-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 31-2 to allow the continued operation and maintenance of an internet-based alcoholic beverage sales activity, in conjunction with the wholesale distribution of distilled spirits, beer and, wine at Fantis Foods California, Inc., located in the M-2-BP, Heavy Manufacturing-Buffer Parking, Zone at 13505 Marquardt Avenue within the Consolidated Redevelopment Project Area. (Fantis Foods California, Inc.)

RECOMMENDATION

That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 31-2 subject to a follow up compliance review in five (5) years to ensure that the use is still operating in strict compliance with the respective conditions of approval. The City Council shall note that this matter may be brought back for their review at any time prior to the five (5) year period should any violation occur of the conditions of approval, ABC Regulations, and/or any City Codes.

BACKGROUND

City Ordinance No. 834 approved by the City Council on March 10, 1994, added Section 155.628 to the City Zoning Regulations requiring all businesses engaged in the sale, storage, or manufacture of any type of alcoholic beverage meant for on- or off-site consumption to apply for and be granted a valid Alcohol Sales Conditional Use Permit (ASCUP).

Fantis is recognized for distributing premium quality Greek/Mediterranean products including dairy, olives, olive oils, and gourmet food to retail stores. In February 2001, Fantis Foods moved its food importing and distribution business to 13505 Marquardt Avenue. Initially Fantis Foods imported and distributed food only, but in March 2004, Fantis' management decided to venture into the sale of imported beer and wine. Today, Fantis provides the largest selection of Greek wines and beer.

In accordance with Section 155.628, Fantis Foods Inc. applied for and was granted Alcohol Sales Conditional Use Permit (ASCUP) Case No. 31 by the Planning Commission and the City Council at their respective meetings of March 8 and March 11, 2004, to allow the operation and maintenance of a warehouse distribution use for alcoholic beverage wholesale activity.

In addition to wholesale sales, Fantis has ventured into the internet for retail sales of food, wine, and beer. Fantis has found that the internet has become a popular way of selling merchandise, including alcoholic beverages. However, the Alcohol Beverage

Control Codes of California (ABC) have not kept pace with the advent of the internet-based commerce, especially involving the internet sales of alcoholic beverages. As such, there is no separate ABC License to sell alcoholic beverages over the internet. Presently, the only method to address and regulate this activity through the ABC is a standard Type 21 Alcoholic Beverage Control license, which accordingly satisfies the on-site wholesale and distribution of alcoholic beverages.

It should be noted that the beer and wine is delivered by common carriers (i.e., UPS, Federal Express, etc.) directly to the purchasing patron. The package is marked with instructions that the carrier is not to deliver the beer and wine unless an adult over the age of 21 years with proper identification receives the merchandise.

STAFF CONSIDERATIONS

As part of the permit review process, Staff conducted a walk-through inspection of the subject site and found the premises in compliance with regulatory ordinances, conditions, and codes. Furthermore, Staff has not received any complaints stemming from the use or from the sale of alcoholic beverages. Staff checked with the Alcohol Beverage Control (ABC) and found that the establishment is in full compliance with all of the ABC regulations and that there has not been any incident to require further investigation.

A review of the calls for service revealed that the premises has not generated any calls for service as a result of the storage, sale, or warehousing of alcoholic beverages.

Based on Staff's findings, and the fact that the applicant has complied with all of the initial conditions of approval, Staff believes that changes to the conditions are not warranted at this time. Staff is recommending a five-year extension.


With the exception of Condition No. 13, the time period extension, the conditions have not changed from the initial approval.

CONDITIONS OF APPROVAL

1. That the applicant shall be responsible for maintaining control of litter, debris, boxes, pallets, and trash on the subject property.
2. That the required off-street parking areas shall not be encroached on, reduced or, used for outdoor storage of trucks, equipment, or any other related material.
3. That the applicant and/or his employees shall prohibit the consumption of alcoholic beverages on the subject property at all times.
4. That the alcoholic beverages shall not be sold to the general public from the subject site at any time (internet sales excluded).

5. That the alcoholic beverages shall be shipped to the applicant's customers by the applicant's commercial trucks and/or other licensed commercial transportation companies and not by passenger-type vehicles.
6. It shall be unlawful for any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the State Business and Professions Code.
7. It shall be unlawful to have upon the subject premises any alcoholic beverage other than the alcoholic beverages which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607(a) of the State Business and Professions Code.
8. That the applicant shall at all times maintain in working order an alarm system that notifies the Whittier Police Department immediately if a breach occurs.
9. That the owner, corporate officers, and managers shall cooperate fully with all City officials, law enforcement personnel, and code enforcement officers and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties
10. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits in a place conspicuous to all employees of the location.
11. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.
12. That in the event the owner(s) intend to sell, lease, or sublease the subject business operation or transfer the subject Permit to another party or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement, sale, or sublease.
13. That ASCUP Case No. 31-2 shall be subject to a compliance review in five years, no later than August 23, 2017, to ensure the use is operating in strict compliance with the conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval. The Applicant shall note that this matter may be brought back for Planning Commission review at any time prior to the five (5) year period should there occur any violation of the conditions of approval, ABC Regulations, or any other City Codes.

14. That the applicant shall maintain digital cameras in good working order which will cover the exterior four sides of the building. The cameras shall be capable of recording the perimeter of the property and be able to record during the night and day.
15. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, and all other applicable regulations shall be strictly complied with.
16. That Alcohol Sales Conditional Use Permit Case No. 31-2 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
17. It is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, the Permit shall be subject to the revocation process whereas, the permit shall become void and the privileges granted hereunder shall lapse.



Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map



City of Santa Fe Springs

Location Map

13505 Marquardt Ave.

Alcohol Sales Conditional Use Permit Case No. 31-2



City of Santa Fe Springs

City Council

August 23, 2012

PRESENTATION

Presentation to Milestone Event Celebrants

RECOMMENDATION:

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City resident has been invited to be recognized:

Annie & Pete Petris – 66th Wedding Anniversary

Thaddeus McCormack
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council

August 23, 2012

APPOINTMENTS TO BOARD, COMMITTEES, COMMISSIONS

Appointments to City Council Subcommittees and City Committees

RECOMMENDATION

That the Mayor make appointments to various City Council Subcommittees City Committees and as appropriate.

BACKGROUND

Due to the appointment of Councilmember Rios, it would be appropriate at this time for the Mayor to make appointments to vacancies that exist on various City Council Subcommittees and City Committees:

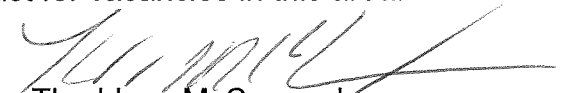
City Council Subcommittee Vacancies

Gus Velasco Neighborhood Center Subcommittee

Purchasing Policies Subcommittee

Villages Subcommittee

Please refer to the City Committee Liaison List for vacancies in this area.


Thaddeus McCormack
City Manager

Attachment(s):

Council Subcommittee List

City Committee Liaison List

Council Appointed City Committees/Commissions

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Date	Meeting Time	Meeting Location
Beautification Committee	Moore	Jeff Mahlstede	Monthly except July, Aug, Dec	4th Wed	9:30 AM	Town Center
Community Program Committee	Rounds	Carole Joseph	Jan, May, Sept	3rd Wed in Jan, May, Sep	7:00 PM	City Hall Council Chambers
Family & Human Services Advisory Committee	Trujillo	Judi Smith	Monthly except Jul/Aug/Sep/Dec	3rd Wed of the month	5:30 PM	Neighborhood Ctr
Heritage Arts Advisory Committee	Moore Vacant - Alt	Jerry Edwards	Monthly except Dec	Last Tues	9:00 AM	Library Community Room
Historical Committee	Moore	Hilary Keith	4 times per year	Jan/Apr/July 2nd Tues Oct 1st Tues	5:30 PM	Heritage Park Train Depot
Parks & Recreation Advisory Committee	Rounds	Carole Joseph	Monthly except Jul, Aug/Dec	1st Wed	7:00 PM Subcom 6:00 pm	City Hall Council Chambers
Personnel Advisory Board		Andrea Cutler	Quarterly on an as-needed basis	Varies	Varies	Varies
Planning Commission		Wayne Morrell	2 times per month	2nd & 4th Mon of the month	4:30 PM	City Hall Council Chambers
SFS/PIH Health Center Joint Oversight Committee	Trujillo Moore - Alt Community Rep- Alicia Gonzalez	Maricela Balderas	Twice per year	TBD	10:00 AM	Neighborhood Ctr
Senior Citizens Advisory Committee	Moore	Ed Ramirez	Monthly except Jul, Aug/Sep/Dec	2nd Tues of the month	10:00 AM	Neighborhood Ctr
Sister City Committee	Gonzalez Trujillo - Alt	Michelle Smith	Monthly	1st Mon	6:30 PM	Town Center
Traffic Commission		Noe Negrete	Monthly	3rd Thursday	6:00 PM	City Hall Council Chambers
Youth Leadership Committee	Gonzalez Trujillo	Jeff Mahlstede	Monthly	1st Mon	6:30 PM	City Hall Council Chambers

Non-Council Appointed City Committees

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Day	Meeting Time	Meeting Location
Holiday Home Decorating Contest	Rounds Moore	Anita Jimenez	Second week in Dec		4:30 PM	City Hall
Friends of the Library Board of Directors	Rounds	Hilary Keith	Quarterly	2nd Wed Mar/Jun/Sep & Dec	5:30 PM	Library
READI Committee	Rounds - Dir Trujillo - Alt	Cee Del Toro	Quarterly (Jan/Apr/July/Oct)	1st Tues	6:30 PM	Town Center Hall
Scholarship Interview Panels	Mora: Trujillo Sandoval: Gonzalez Sharp: Rounds	Wayne Bergeron	April-May	TBD-Changes annually	Varies	City Hall

External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Ability First Governing Board	Moore Vacant - Alt	Thaddeus McCormack	Varies	Varies	Sierra Home 3053 1/2 Del Mar Blvd, Pasadena
Area "E" Disaster Board	Vacant Police Svcs- Alt	Darryl Pedigo	3rd Wed	8:30am	Norwalk Sports Complex, 13200 S. Clarkdale, Norwalk
California Contract Cities Assn	Gonzalez Trujillo - Alt	Thaddeus McCormack	3rd Wed	6:00pm	Host City
Chamber of Commerce Economic Development Committee	Moore Vacant - Alt	Thaddeus McCormack	Varies	Varies	Varies
Chamber Youth Enrichment Fund Board	Trujillo	Thaddeus McCormack	2nd Wed bi-month	2:00pm	Chamber Office
City Selection Committee (League of Cal Cities)	Rounds				
Gateway Cities Council of Governments	Gonzalez Rounds - Alt	Thaddeus McCormack	1st Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Gonzalez Trujillo	Thaddeus McCormack	4th Wed	6:00pm	Gateway COG, 16401 Paramount Bl, Paramount
Committee on Homelessness (Subcommittee of COG)	Per the COG, only Directors can be on this subcommittee;	Thaddeus McCormack	On-Call Basis		Gateway COG, 16401 Paramount Bl, Paramount
Gateway Cities Integrated Regional Water Management Authority	NA	Frank Beach Noe Negrete-Alt.	3rd Thur	12 noon	Lakewood
Hispanic Outreach Taskforce	Moore				6706 Friends Avenue Whittier, CA 90601- 4432
I-5 Consortium Policy Board	Moore Trujillo - Alt	Thaddeus McCormack	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Independent Cities of Los Angeles	Gonzalez Trujillo - Alt	Thaddeus McCormack			Feb-Santa Barbara, Jul- Rancho Bernardo, Sep- President's City
Joint Powers Insurance Authority	Gonzalez Moore - Alt	Thaddeus McCormack	3rd Wed in Jul	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
LA CADA	Vacant	Thaddeus McCormack	Last Wed	7:00pm	Allen House, 10425 Painter Ave, SFS
League of California Cities	Gonzalez Trujillo - Alt	Thaddeus McCormack	1st Thur	6:30pm	MWD Courtyard Café, 700 N. Alameda, LA
Metropolitan Little League	Rounds	Michelle Smith	Wed	7:00pm	Lake Center Park

External Organizations					
Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Sanitation District	Moore - Alt Gonzalez Alt Alt*	Noe Negrete	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Rounds	Thaddeus McCormack	Varies	Varies	SFHS
SFS/South Whittier Education Center Advisory Committee	Trujillo	Thaddeus McCormack	Varies	9:00am	Southwest Resource Center, 10750 Laurel Ave, Whittier
SFS/South Whittier Education Center Advisory Committee - President's Advisory Committee	Trujillo	Thaddeus McCormack	Varies	8:00am	Rio Hondo College Board Room
SFS Baseball Association	Trujillo	Michelle Smith	1st Thur	6:30pm	SFS Athletic Field
SASSFA	Moore Trujillo - Alt	Maricela Balderas	4th Thur	12:00pm	9825 Painter Ave, Whittier
SEAACA	Trujillo Moore - Alt	Dino Torres	3rd Thur	2:00pm	9777 SEAACA Way, Downey
Southeast Water Coalition Administrative Entity		Frank Beach Noe Negrete - Alt	3rd Thur of odd months	11:30am/Lunch 12:00pm/Meet	Pico Rivera
Southeast Water Coalition Board	Gonzalez Moore - Alt	Frank Beach	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	City of Pico Rivera Parks & Rec Community Room 6767 Parsons Blvd Pico Rivera, CA 90660 Contact Gladis Deras 562-801-4351
Southern California Association of Governments (SCAG)	Moore Trujillo - Alt		Annual Meeting in June		
Washington Blvd Coalition to the Gold Line Extension	Moore				

Council Subcommittees

NAME	TYPE	FORMED	MEMBERS	APPT BY
RDAs	Ad Hoc	2/10/2011	Gonzalez Moore	Serrano Serrano
Bond Issuance	Ad Hoc	2/10/2011	Rounds Moore	Serrano Serrano
Gus Velasco Neighborhood Center	Ad Hoc		Rounds Vacant	
Relay for Life Subcommittee	Ad Hoc	4/12/2012	Moore Trujillo	Rounds Rounds
Purchasing Policies Subcommittee	Ad Hoc	3/10/2011	Vacant Moore	Serrano
Budget Subcommittee Events, Services, and Programs	Standing	4/12/2012	Moore Vacant	Rounds
Budget Subcommittee Labor and Fees	Standing	4/12/2012	Gonzalez Trujillo	Rounds Rounds
Development Fees	Ad Hoc	4/28/2011	Gonzalez Moore	Serrano Serrano
Audit Committee	Standing	6/14/2012	Trujillo Moore	Rounds Rounds
I-5 Expansion Project	Standing	8/25/2011	Trujillo Gonzalez	Serrano Serrano
Villages	Ad Hoc		Vacant Rounds	
Successor Agency	Ad Hoc	1/12/2012	Rounds Gonzalez	Serrano Serrano
Valley View Grade Separation Project	Ad Hoc	1/12/2012	Rounds Trujillo	Serrano Serrano
Capital Improvements Projects	Standing	8/7/2012	Gonzalez Rounds	Rounds Rounds
Economic Development Strategy	Standing	8/7/2012	Moore Rios	Rounds Rounds



City of Santa Fe Springs

City Council

August 23, 2012

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	2	Moore
Beautification	3	Rios
Beautification	1	Rounds
Beautification	1	Trujillo
Community Program	3	González
Community Program	3	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Humans Services	1	Moore
Heritage Arts	1	González
Historical	1	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Trujillo
Planning	1	González
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	3	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	2	González
Sister City	1	Moore
Sister City	2	Rios
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership	1	González
Youth Leadership	2	Rios
Youth Leadership	1	Rounds
Youth Leadership	1	Trujillo

Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Member List

Report Submitted By: Anita Jimenez,
Deputy City Clerk

Date of Report: August 14, 2012

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Francis Carbajal

Family & Human Services

Jimmy Mendoza, Jr.

Brandy Ordway-Roach

Francis Carbajal

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Jesus Mendoza

Brandy Ordway-Roach

Planning Commission

Alma Martinez

Senior Citizens Advisory

Sister City

Francis Carbajal

Traffic Commission

Alma Martinez

Youth Leadership

Danielle Garcia

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Vacant	(14)
	Annie Petris	(13)
	Guadalupe Placensia	(13)
	Vacant	(13)
Rios	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Vacant	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Trujillo	Vacant	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rios	Vacant	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

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FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Vacant	(13)
	Margaret Bustos*	(13)
Rios	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRRIT Family Services)

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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	TERM EXP.
Gonzalez	Vacant	6/30/2014
Moore	May Sharp	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Frank Ybarra	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

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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	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rios	Gloria Duran*	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

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PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(14)
	Frank Leader	(14)
	Vacant	(13)
	Raul Miranda, Jr.	(14)
	Vacant	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Joe Avila	(14)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

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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	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second and fourth Mondays of every Month at 4:30 p.m.,
Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Vacant
Moore	Manny Zevallos
Rios	Michael Madrigal
Rounds	Susan Johnston
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Vacant	(13)
	Pete Vallejo	(13)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

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SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Vacant	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Vacant	(14)
	Vacant	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

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TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

Sally Gaitan

Rounds

Ted Radoumis

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Vacant	()
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Vacant	()
	Lisa Baeza	(13)
Trujillo	Maxine Berg	(15)
	Martin Guerrero	(13)
	Vacant	()
	Kevin Ramirez	(13)