



AGENDA

REGULAR MEETING OF THE SANTA FE SPRINGS CITY COUNCIL

APRIL 12, 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
Joseph D. Serrano, Sr., Councilmember
Juanita A. Trujillo, Councilmember

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

SUCCESSOR AGENCY

NEW BUSINESS

3. Resolution SA-2012-003 Amending the Draft Recognized Obligation Payment Schedule

Recommendation: That the Successor Agency Adopt Resolution SA-2012-003.

CITY COUNCIL

4. CITY MANAGER REPORT

5. CONSENT AGENDA

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

A. Approval of Minutes of the March 8, 2012 Special City Council Meeting

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

B. Approval of Minutes of the March 8, 2012 Regular City Council Meeting

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

C. Councilmember Serrano's Attendance at the 2012 SCAG Regional Conference & General Assembly

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

6. **ORDINANCE FOR INTRODUCTION/PASSAGE**

Ordinance No. 1030 – An Urgency Ordinance Enacting and Adopting Supplement 15 to the Code of Ordinances for the City of Santa Fe Springs and Declaring an Emergency

Recommendation: That the City Council waive further reading and introduce and adopt Ordinance No. 1030 which would update the City's Municipal Code by incorporating all Ordinances passed by the Council since the last update.

NEW BUSINESS

7. Resolution No. 9367 - Approval of Agreement Between the City of Santa Fe Springs and the City of La Mirada Regarding the Exchange of Community Development Block Grant (CDBG) Funds for Fiscal Year 2012–2013

Recommendation: That the City Council: (1) Adopt Resolution No. 9367; and (2) authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

8. Resolution 9368 – Establishing a Ticket/Pass Distribution Policy Pursuant to the Fair Political Practices Commission Regulation No. 18944.1 and Establishing a City Policy

Recommendation: That the City Council adopt Resolution 9368 establishing a Ticket/Pass Distribution Policy pursuant to the Fair Political Practices Commission (FPPC) Regulation No. 18944.1 and establishing a City Policy.

9. Valley View Grade Separation Project – Reimbursement of Costs Incurred by Burlington Northern Santa Fe Railway Company

Recommendation: That the City Council authorize payment to the Burlington Northern Santa Fe Railway Company in the amount of \$399,001.16 for cross over work completed pursuant to the Interagency Underpass Agreement in conjunction with the Valley View Avenue Grade Separation project.

10. Award of Contract – Interstate 5 Water Main Relocation for the Carmenita Road Segment

Recommendation: That the City Council: (1) Approve the installation of 12-inch diameter ductile iron pipe in Freeway Drive from Spring Avenue to Radius Place; (2) Deappropriate \$150,000 from 16-inch Transmission Main – Phase 1 (453-B009) and appropriate \$150,000 to the Interstate 5 Water Main Relocation for the Carmenita Road Segment (484-R539) to construct a water main in Freeway Drive from Spring Avenue to Radius Place; (3) Accept the bids; and (4) Award a contract to Vido Artukovich & Sons, Inc./Vidmar, Inc., a Joint Venture of South El Monte, California, in the amount of \$4,114,930.

11. Lease of Water Pumping Allocation Rights to the City of Whittier – Approval of Agreement

Recommendation: That the City Council take the following actions: (1) Approve the Agreement for Lease of Water Pumping Allocation Rights with the City of Whittier; and (2) Authorize the City Manager to execute the agreement.

12. Request for Out-of-State Travel for Fire Rescue Mechanics to Attend Training for the Maintenance of Fire Apparatus in Las Vegas, NV

Recommendation: That the City Council approve out-of-state travel for Fire Mechanics Dana Beile and Ed Andrade to attend training for the maintenance of fire apparatus at the Pierce Manufacturing Facility on April 18 and 19, 2012.

13. Review and Approve Recommended 2012 Summer Aquatics Program

Recommendation: That the City Council approve the Parks and Recreation Division's revised 2012 Summer Aquatics Program with recommended fee increases and programmatic changes to provide summer swim lessons.

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

Recommendation: That the City Council authorize the Director of Purchasing to purchase Motorola radios utilizing County of Los Angeles' Contract No. MA-IS-43070 and authorize issuing a purchase order in the amount of \$11,615.94.

CLOSED SESSION

15. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs City Employees' Association

16. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs Firefighters' Association

17. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: City Manager, City Attorney, Labor Attorney

Employee Organization: Santa Fe Springs Executive, Management, and Confidential Employees' Association

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

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

Please note: *Item Nos. 19 –29 will commence in the 7:00 p.m. hour.*

19. **INVOCATION**

20. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

21. Representatives from the Youth Leadership Committee

22. Representatives from the Chamber of Commerce

23. **ANNOUNCEMENTS**

PRESENTATIONS

24. Proclaiming April 27, 2012 as "National Arbor Day"

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

25. Mayor's Appointment to Successor Agency Oversight Board

Recommendation: That the Mayor appoint an alternate to the employee organization representative on the Oversight Board, so that the City's interests and perspective will be represented at meetings of the Oversight Board.

26. Committee Appointments

27. **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.

28. **EXECUTIVE TEAM REPORTS**

29. **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
Anita Jimenez
Deputy City Clerk

April 6, 2012
Date



City of Santa Fe Springs

Successor Agency Meeting

April 12, 2012

NEW BUSINESS

Resolution SA-2012-003 Amending the Draft Recognized Obligation Payment Schedule (ROPS)

RECOMMENDATION

That the Successor Agency adopts Resolution No. SA-2012-003.

BACKGROUND

The Draft 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). Over the coming months, the draft ROPS, and any amendments, must be approved by the Oversight Board and will be subjected to an audit conducted by Los Angeles County to validate the items on the schedule. Once the audit is completed the ROPS becomes "certified" and will serve as the basis for property tax allocations to be made to the Successor Agency to pay obligations of the former CDC.

As more information becomes available about which items should or should not be included on the draft ROPS, staff will propose amendments to the schedules. Based on recent information from the California Department of Finance, staff believes it is appropriate to amend the schedule at this time to include details about the CIP plan to allow for the spending of bond proceeds based on approval of the draft ROPS by the Oversight Board.

The draft ROPS was originally adopted by the City Council, acting as Successor Agency on February 23, 2012 and amended March 22, 2012.

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

Thaddeus McCormack
City Manager

Attachment

Resolution SA-2012-003

Exhibit A – Draft Recognized Obligation Payment Schedule

RESOLUTION NO. SA-2012-003

A RESOLUTION OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE
SPRINGS ADOPTING THE DRAFT RECOGNIZED
OBLIGATION PAYMENT SCHEDULE, AS AMENDED

THE CITY OF SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY DOES
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to section 34169(h) of the California Health and Safety Code, the City acting as Successor Agency hereby adopts a draft Recognized Obligations Payment Schedule attached hereto as Exhibit "A" and originally adopted February 23, 2012 and amended March 22, 2012.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 12th day of April 2012.

Mayor

Attest:

City Clerk

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169

Project Name / Debt Obligation		Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source	Payments by month - 2012						Total
							Feb	Mar	Apr	May	Jun		
Items 1-8 Relate Solely to the Consolidated Project Area													
1) 2001 Tax Allocation Bonds Series A (Housing)	US Bank	Refund Housing Portion of 1993 Bonds	7,130,675	322,055	RPTIF	322,055						322,055	
2) 2001 Tax Allocation Bonds Series A	US Bank	Redevelopment Activities	18,385,442	1,702,295	RPTIF	1,702,295						1,702,295	
3) 2002 Tax Allocation Refunding Bonds Series A	US Bank	Redevelopment Activities/Refund 1992 Bonds	17,278,511	4,126,721	RPTIF	4,126,721						4,126,721	
4) 2003 Taxable Tax Allocation Refunding Bonds Series A	US Bank	Refunded 1993 Bonds (Housing)	5,785,762	673,208	RPTIF	673,208						673,208	
5) 2006 Tax Allocation Bonds Series A	US Bank	Redevelopment Activities	53,517,624	171,113	RPTIF	171,113						171,113	
6) 2006 Taxable Tax Allocation Bonds Series B	US Bank	Redevelopment Activities	16,715,924	2,208,855	RPTIF	2,208,855						2,208,855	
7) 2007 Tax Allocation Refunding Bonds Series A	US Bank	Refund 1997, 1998, and Portion of 2002 Bonds	55,185,750	2,463,250	RPTIF	2,463,250						2,463,250	
8) 2004 ERAF Loan From CDC Housing Fund (Consolidated)	CDC Housing Fund	Loan to Fund 2004 ERAF Payment	1,000,000		RPTIF							0	
9) 2005 ERAF Loan (Combined)	CSCDA	Loan to Fund 2005 ERAF Payment	974,120	243,630	RPTIF	121,815						121,815	
10) 2006 ERAF Loan (Combined)	CSCDA	Loan to Fund 2006 ERAF Payment	1,287,344	257,432	RPTIF	128,716						128,716	
11) 2010 SERAF Loan (Consolidated)	CDC 2006B Bond Fund	Loan to Fund 2010 SERAF Payment	10,504,722		RPTIF							0	
12) 2010 SERAF Loan (Washington Blvd.)	CDC 2006B Bond Fund	Loan to Fund 2010 SERAF Payment	149,154		RPTIF							0	
13) 2011 ERAF Loan (Combined)	CDC Housing Fund	Loan to Fund 2011 SERAF Payment	2,193,445		RPTIF							0	
14) Tax Increment Loan (Washington Blvd.)	Los Angeles County	Loan of future tax increment (as of June 30, 2011)	7,900,000		RPTIF							0	
15) Tax Increment Loan - Sales Tax (Washington Blvd.)	City of SFS	Loan per agreement with LA County	4,895,000		RPTIF							0	
16) Agreement For Payment of Proportional Share of Unfunded Liabilities (Combined)	City of SFS	Obligation to Share in Payment of Unfunded Liabilities	11,265,000		RPTIF							0	
17) 2011-12 Housing Activity Expenditures	Various	Payment of Expenditures for Ongoing Operations	4,700,000	4,700,000	On hand	391,667	391,667	391,667	391,667	391,667	391,667	1,958,335	
18) Villages at Heritage Springs Development and Disposition Agreement	Villages at Heritage Springs	Land Purchase Not to Exceed 15 Years Tax Increment	17,275,000	4,787,730	RPTIF	957,546	957,546	957,546	957,546	957,546	957,546	4,787,730	
19) Neighborhood Center Renovation Project	City of SFS	Renovation of Neighborhood Center	4,748,730	1,778,904	RPTIF	235,781	235,781	235,781	235,781	235,781	235,781	1,178,905	
20) New Water Well #12 (Zone 2)	City of SFS	Design and Construction of New Water Well	1,964,840	104,800	RPTIF							0	
21) Insurance	CAL JPIA	Liability and Property Insurance	104,800	24,000	RPTIF	12,000						12,000	
22) Audit Services	MGO	Audit Services	30,000	5,000	RPTIF	5,000						5,000	
23) Fiscal Agent Fees	US Bank	Fiscal Agent Fees	30,000	5,000	RPTIF	5,000						5,000	
24) Arbitrage Fees	Various	Arbitrage Consulting Services	4,500	4,500	RPTIF	1,500	1,500	1,500	1,500	1,500	1,500	6,000	
25) Property Management	Various	Property Management Costs	247,700	20,642	RPTIF	20,642	20,642	20,642	20,642	20,642	20,642	103,210	
26) Administrative Expenses	Various	Successor Agency Administration	1,500,000	125,000	RPTIF	125,000	125,000	125,000	125,000	125,000	125,000	625,000	
27) Construction Assistance for Readerboard Sign	Tom's Truck Center, Inc.	Assistance for Construction of Readerboard Sign	320,000	320,000	RPTIF							320,000	
28) Property Disposition Agreement	McGranahan Carlson & Co.	Agreement for Disposition of Proceeds	2,102,185		RPTIF							0	
29) Santa Fe Heritage Partners Development and Disposition Agreement	Santa Fe Heritage Partners	Development Agreement for CDC owned land	Undetermined		RPTIF							0	
30) Lake Center Snack Bar Expansion	Undetermined	CIP	167,840		Bonds							0	
Totals - This Page			247,358,088	25,065,193		13,667,164	1,737,136	1,732,136	1,730,636	2,050,636		20,917,708	
Totals - Page 2			17,239,052	0		0	0	0	0	0	0	0	
Totals - Page 3			8,721,811	0		0	0	0	0	0	0	0	
Totals - Page 4			2,646,276	0		0	0	0	0	0	0	0	
Totals - Other Obligations			4,213,795	2,086,125		0	0	0	0	0	0	2,086,125	
Grand total - All Pages			280,179,002	27,152,318		13,667,164	1,737,136	1,732,136	1,730,636	4,136,761		23,003,833	

Name of Redevelopment Agency:
Project Area(s)

Santa Fe Springs Community Development Commission
Combined

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34167 and 34169

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source	Payments by month - 2012					Total
						Feb	Mar	Apr	May	Jun	
1) Lakeview Park Shade Structure	Undetermined	CIP	44,000		Bonds						0
2) Renovate Large Restrooms - Town Center Hall	Undetermined	CIP	200,000		Bonds						0
3) Nieto Branch Library at the Neighborhood Center	Undetermined	CIP	100,000		Bonds						0
4) Security Gates at the Neighborhood Center	Undetermined	CIP	44,345		Bonds						0
5) Los Nietos Water Park	Undetermined	CIP	100,000		Bonds						0
6) SFS Park Master Plan (River Park Projects)	Undetermined	CIP	Undetermined		Bonds						0
7) Activity Center - Develop Master Plan	Undetermined	CIP	468,000		Bonds						0
8) Little Lake Park - Phase 1	Undetermined	CIP	548,115		Bonds						0
9) Lakeview Park Multi-Purpose Building	Undetermined	CIP	Undetermined		Bonds						0
10) Little Lake Park - Phase 1 (North Parking Lot)	Undetermined	CIP	600,000		Bonds						0
11) Little Lake Park - Phase 1 (South Parking Lot)	Undetermined	CIP	600,000		Bonds						0
12) Clarke Estate Improvements	Undetermined	CIP	900,000		Bonds						0
13) Miscellaneous Park Improvements	Undetermined	CIP	500,000		Bonds						0
14) Fire HQ - Office Expansion	Undetermined	CIP	4,123,399		Bonds						0
15) Fire HQ - Add Garage in SE Corner	Undetermined	CIP	25,000		Bonds						0
16) Fire HQ - Enclose Existing Carport	Undetermined	CIP	10,000		Bonds						0
17) Fire Station No. 2 - Replace Generator	Undetermined	CIP	185,089		Bonds						0
18) Fire Station No. 2 - Expand Workout and Equipment Room	Undetermined	CIP	482,372		Bonds						0
19) Above Ground Fuel Storage Tanks	Undetermined	CIP	15,818		Bonds						0
20) Police Staging Facility Fire System	Undetermined	CIP	27,000		Bonds						0
21) Keyless Entry System - Phase 3 - MSY, PSA & Foster Well	Undetermined	CIP	85,000		Bonds						0
22) Fire Station Roof Improvements	Undetermined	CIP	100,000		Bonds						0
23) Fire Department Improvements	Undetermined	CIP	219,682		Bonds						0
24) Replace Directional Specialty Signs	Undetermined	CIP	11,192		Bonds						0
25) Rivera Road Resurfacing/Reconstruction	Undetermined	CIP	705,371		Bonds						0
26) Commercial/Industrial Street Rehab (Phase 2)	Undetermined	CIP	6,178,881		Bonds						0
27) Quiet Zone Mitigations (Phase 1)	Undetermined	CIP	456,408		Bonds						0
28) Traffic Signal Modification - Telvelos at Cedardale	Undetermined	CIP	Undetermined		Bonds						0
29) Traffic Signal Upgrades (8 Groups) FY 07-08	Undetermined	CIP	78,830		Bonds						0
30) Street Light Conversion - Residential	Undetermined	CIP	450,000		Bonds						0
Totals - This Page			17,239,052	0		0	0	0	0	0	0

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source	Payments by month - 2012					Total
						Feb	Mar	Apr	May	Jun	
1) Repaint UPRR Bridge Facade (Tel o/o Pioneer)	Undetermined	CIP	42,588		Bonds						0
2) Traffic Signal Install - Corral/Bloomfield	Undetermined	CIP	156,513		Bonds						0
3) Traffic Signal Upgrades (3 Groups) FY 08-09	Undetermined	CIP	120,000		Bonds						0
4) Alondra/Valley View Intersection Project	Undetermined	CIP	245,541		Bonds						0
5) Bridge Barrier - Imperial Highway/Coyote Creek	Undetermined	CIP	16,000		Bonds						0
6) Pavement Management System	Undetermined	CIP	74,000		Bonds						0
7) Sorenson Storm Drain - Design	Undetermined	CIP	199,193		Bonds						0
8) Alondra Blvd. Median Improvements	Undetermined	CIP	37,996		Bonds						0
9) Bridge Barrier - Pw/Sor. Rosecrans/CCC No Fork	Undetermined	CIP	47,326		Bonds						0
10) Street Sweeping Disposal Facility	Undetermined	CIP	74,166		Bonds						0
11) Florence Ave Signal Synchronization (LAC Funded)	Undetermined	CIP	42,000		Bonds						0
12) I-5 Corridor Special Land Reuse Study	Undetermined	CIP	34,215		Bonds						0
13) Enhanced Parkways - Telegraph at Orr & Day	Undetermined	CIP	Undetermined		Bonds						0
14) Enhanced Parkways - SG River to I-605 & I-605 Bridge	Undetermined	CIP	Undetermined		Bonds						0
15) Florence / Roseaton Traffic Signal	Undetermined	CIP	200,000		Bonds						0
16) Street Light Conversion - Ind Area (Phase 2)	Undetermined	CIP	250,000		Bonds						0
17) Valley View Grade Separation	Undetermined	CIP	2,000,000		Bonds						0
18) Urban Forest - Pedestrian Bollards (Southside)	Undetermined	CIP	240,593		Bonds						0
19) Town Center Landscaping	Undetermined	CIP	410,957		Bonds						0
20) Town Center - West Side Parking Lot	Undetermined	CIP	454,133		Bonds						0
21) Town Center Master Plan (Phase 2)	Undetermined	CIP	73,459		Bonds						0
22) Town Center Phase 2 - Kiosks, Signage & Furniture	Undetermined	CIP	134,433		Bonds						0
23) Portable Generators for Well Nos. 1 and 2	Undetermined	CIP	200,000		Bonds						0
24) New Zone 2 Reservoir Expansion	Undetermined	CIP	1,000,000		Bonds						0
25) Arsenic Treatment Facilities New Well - Zone 2	Undetermined	CIP	600,000		Bonds						0
26) 16-inch Transmission Main - Phase 1 Inv & Repair	Undetermined	CIP	450,000		Bonds						0
27) 16-inch Transmission Main - Phase 2 Inv & Repair	Undetermined	CIP	200,000		Bonds						0
28) New Water Well - Zone 1 (Phase 1)	Undetermined	CIP	1,000,000		Bonds						0
29) Reservoir No. 2 - New Chloramination Bldg.	Undetermined	CIP	300,000		Bonds						0
30) Water System Changes - Cammerita / I-5 (Design)	Undetermined	CIP	118,298		Bonds						0
Totals - This Page			8,721,811	0		0	0	0	0	0	0

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34167 and 34169

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source	Payments by month - 2012					Total
						Feb	Mar	Apr	May	Jun	
1) New Water Well - Zone 2 (Location A)	Undetermined	CIP	2,395,276		Bonds						0
2) Miscellaneous Water Feature Repairs	Undetermined	CIP	250,000		Bonds						0
3)					Bonds						0
4)					Bonds						0
5)					Bonds						0
6)					Bonds						0
7)					Bonds						0
8)					Bonds						0
9)					Bonds						0
10)					Bonds						0
11)					Bonds						0
12)					Bonds						0
13)					Bonds						0
14)					Bonds						0
15)					Bonds						0
16)					Bonds						0
17)					Bonds						0
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19)					Bonds						0
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24)					Bonds						0
25)					Bonds						0
26)					Bonds						0
27)					Bonds						0
28)					Bonds						0
29)					Bonds						0
30)					Bonds						0
Totals - This Page			2,646,276	0		0	0	0	0	0	0

EXHIBIT B

March 22, 2012 Amendment

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE - OTHER OBLIGATIONS

Per AB 26 - Section 34167 and 34169

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation (Note 1)	Total Due During Fiscal Year	Payments by month					Total
					Feb	Mar	Apr	May	Jun	
1) Pass Through Payment (33607)	LA County General	2010-11 and 2011-12 Pass Through Payments	2,071,000.00	1,025,000.00					1,025,000.00	\$ 1,025,000.00
2) Pass Through Payment (33607)	LA County Fire	2010-11 and 2011-12 Pass Through Payments	52,700.00	26,100.00					26,100.00	\$ 26,100.00
3) Pass Through Payment (33607)	LA County Flood Control	2010-11 and 2011-12 Pass Through Payments	74,100.00	36,700.00					36,700.00	\$ 36,700.00
4) Pass Through Payment (33607)	Little Lake Cemetery Dist.	2010-11 and 2011-12 Pass Through Payments	3,325.00	1,650.00					1,650.00	\$ 1,650.00
5) Pass Through Payment (33607)	Greater LA West Vector Control Dist.	2010-11 and 2011-12 Pass Through Payments	3,270.00	1,620.00					1,620.00	\$ 1,620.00
6) Pass Through Payment (33607)	LA County Sanitation Dist.	2010-11 and 2011-12 Pass Through Payments	101,150.00	50,100.00					50,100.00	\$ 50,100.00
7) Pass Through Payment (33607)	City of La Mirada	2010-11 and 2011-12 Pass Through Payments	870.00	430.00					430.00	\$ 430.00
8) Pass Through Payment (33607)	City of Norwalk	2010-11 and 2011-12 Pass Through Payments	940.00	465.00					465.00	\$ 465.00
9) Pass Through Payment (33607)	City of SFS	2010-11 and 2011-12 Pass Through Payments	392,000.00	194,000.00					194,000.00	\$ 194,000.00
10) Pass Through Payment (33607)	Central Basin MWD	2010-11 and 2011-12 Pass Through Payments	22,000.00	10,900.00					10,900.00	\$ 10,900.00
11) Pass Through Payment (33607)	Water Replenishment Dist.	2010-11 and 2011-12 Pass Through Payments	1,070.00	530.00					530.00	\$ 530.00
12) Pass Through Payment (33607)	LA County Office of Ed	2010-11 and 2011-12 Pass Through Payments	25,200.00	12,500.00					12,500.00	\$ 12,500.00
13) Pass Through Payment (33607)	Little Lake City School Dist.	2010-11 and 2011-12 Pass Through Payments	190,000.00	94,000.00					94,000.00	\$ 94,000.00
14) Pass Through Payment (33607)	Los Nietos School Dist.	2010-11 and 2011-12 Pass Through Payments	107,000.00	53,000.00					53,000.00	\$ 53,000.00
15) Pass Through Payment (33607)	South Whittier School Dist.	2010-11 and 2011-12 Pass Through Payments	107,000.00	53,000.00					53,000.00	\$ 53,000.00
16) Pass Through Payment (33607)	Whittier City School Dist.	2010-11 and 2011-12 Pass Through Payments	1,070.00	530.00					530.00	\$ 530.00
17) Pass Through Payment (33607)	Whittier Union High School Dist.	2010-11 and 2011-12 Pass Through Payments	691,000.00	342,000.00					342,000.00	\$ 342,000.00
18) Pass Through Payment (33607)	Cerritos Comm College Dist.	2010-11 and 2011-12 Pass Through Payments	30,200.00	15,000.00					15,000.00	\$ 15,000.00
19) Pass Through Payment (33607)	Rio Hondo Comm College Dist.	2010-11 and 2011-12 Pass Through Payments	104,500.00	52,000.00					52,000.00	\$ 52,000.00
20) Pass Through Payment (33607)	ABC Unified School Dist.	2010-11 and 2011-12 Pass Through Payments	17,400.00	8,600.00					8,600.00	\$ 8,600.00
21) Pass Through Payment (33607)	Nonwalk-La Mirada Unified School Dist.	2010-11 and 2011-12 Pass Through Payments	218,000.00	108,000.00					108,000.00	\$ 108,000.00
22) Pass Through Payment (33401)	LA County*	2010-11 and 2011-12 Pass Through Payments								\$ -
23)										\$ -
24)										\$ -
25)										\$ -
26)										\$ -
27)										\$ -
28)										\$ -
Totals - Other Obligations			\$ 4,213,795.00	\$ 2,086,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,086,125.00

Note 1: The reported obligation includes only the 2010-11 and 2011-12 payments. Pass through payments are required through the entire life of the project areas

* - Section 33401 Payments are deducted by LA County prior to receipt of tax increment (approximately \$3.6 million per year)

All payment amounts are estimates

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

MARCH 8, 2012

1. CALL TO ORDER

Mayor Rounds called the Special City Council meeting to order at 5:08 p.m.

2. ROLL CALL

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

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

CLOSED SESSION

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Subdivision (b) of Section 54956.9

Title: City Manager

Mayor Rounds recessed the meeting for the Closed Session at 5:10 p.m.

4. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:45 p.m.

ATTEST:

William K. Rounds
Mayor

Anita Jimenez, Deputy City Clerk

Date

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

MARCH 8, 2012

1. CALL TO ORDER

Mayor Rounds called the Regular City Council meeting to order at 6:25 p.m.

2. ROLL CALL

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Carole Joseph, Director of Parks & Recreation Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief; Anita Jimenez, Deputy City Clerk

3. CITY MANAGER REPORT

4. CONSENT AGENDA

Approval Minutes

- A. Minutes of the February 4, 2012 Adjourned City Council Meeting

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

- B. Minutes of the February 16, 2012 Adjourned City Council Meeting

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

Councilmember Trujillo moved the approval of Items 4A and B; Councilmember Serrano seconded the motion which carried unanimously.

NEW BUSINESS

- 5. Approval of Resolution No. 9362 – Adjusting the Utility Users Tax Rate**

Recommendation: (1) That the City Council adopt Resolution No. 9362 to adjust the Utility Users Tax (UUT) rate of five percent (5%) on electricity, gas, and telecommunications as set forth in the City Code and adopted in a Special Municipal Election held on November 2, 2010; (2) That the adjusted UUT rate shall go into effect July 1, 2012, and shall remain in effect unless modified according to law; (3) That the City Council, for the fiscal year beginning July 1, 2012, and ending June 30, 2013, not implement an increase in the annual tax amount for each of covered utilities by a percentage equivalent to any increase in the Consumer Price Index; (4) That any service user exercising the single-pay option for the annual UUT cap amount of \$20,000 for any one utility shall receive a two percent (2%) reduction and pay \$19,600, and said reduction shall go into effect July 1, 2012, and shall remain in effect unless modified by the City Council.

The City Manager announced that a revised report had been distributed to Council amending recommendation number 3 to read: June 30, 2013.

Councilmember Serrano moved the approval of Item 5; Mayor Pro Tem Moore seconded the motion which carried unanimously.

6. Authorize the Purchase of One Fire Grant-Funded Ford F-250 Vehicle from Downtown Ford Sales

Recommendation: That the City Council authorize the Director of Purchasing to purchase one Fire Grant-funded 2012 Ford F-250 vehicle from Downtown Ford Sales (State of CA Contract No. 1-11-23-20) in the amount of \$42,736.

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

7. Award of Bid to Fisher Scientific for the Purchase of Grant-Funded Fire Department Equipment

Recommendation: That the City Council award a bid to Fisher Scientific for the purchase of grant-funded fire equipment with 2009 State Homeland Security Grant Program (SHSGP) funds in the amount of \$86,708.75.

Councilmember Serrano moved the approval of Item 7; Councilmember Trujillo seconded the motion which carried unanimously.

8. Gus Velasco Neighborhood Center Renovation and Modernization Project – Authorization to Negotiate Contract Change Order No. 6

Recommendation: That the City Council authorize the Director of Public Works to negotiate and execute Contract Change Order No. 6 for an amount not to exceed \$160,500.

The City Manager stated that item would also include the purchase of a portable generator and the City would invoke Section 34.b9 of the City Code because a negotiated purchase would be in the best interest of the City.

Councilmember González moved the approval of Item 8 as amended; Councilmember Serrano seconded the motion which carried unanimously.

CLOSED SESSION

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

Name of Case: City v. PPF Industrial Valley View LP

Mayor Rounds recessed the meeting for the Closed Session at 6:33 p.m.

Mayor Rounds reconvened the meeting at 7:02 p.m.

10. INVOCATION

The Invocation was given by Mayor Pro Tem Moore.

11. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Youth Leadership Committee.

INTRODUCTIONS

12. Members from the Youth Leadership Committee introduced themselves.

13. Mayor Rounds introduced Jim Cusick of Shaw Diversified Services.

14. ANNOUNCEMENTS

Carole Joseph gave the Community Announcements.

PRESENTATIONS

15. Milestone Celebrants

Public Relations Specialist Julie Herrera introduced the residents being recognized:

Yoshi Komaki – 90th Birthday

Robert & Helen Robles – 50th Wedding Anniversary

The Mayor presented the celebrants with certificates.

16. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Pro Tem Moore appointed Sheila Archuleta to the Parks & Recreation Committee.

17. ORAL COMMUNICATIONS

Mayor Rounds opened Oral Communications at 7:15 p.m. Derrick Alatorre of the Air Quality Management District (AQMD) reported that the AQMD is looking for qualified projects in the area to be funded. He also stated that the AQMD is required to provide an update on air quality every 5 years. He encouraged stakeholders to participate. Meetings will be held monthly at the office in Diamond Bar. Mayor Rounds closed Oral Communications at 7:17 p.m.

18. EXECUTIVE TEAM REPORTS

Don Jensen reported that he and Councilmember Serrano attended the Joint Legislative Committee Hearing in Sacramento on the need for a Water District Audit. Councilmember Serrano spoke on behalf of the Southeast Water Coalition (SEWC). The audit was authorized and will include the Central Basin Water District and Metropolitan Water District. The audit is scheduled to begin in 3 to 4 months and should be complete in one year. The City Manager stated that rates charged by these districts directly affect the rates in Santa Fe Springs.

Dino Torres introduced Whittier Police Chief Jeff Piper and Whittier Councilmember Greg Nordbak.

Alex Rodriguez thanked Paul Martinez and Jose Gomez for their assistance in obtaining bids and finalizing the purchases with the funds from the Homeland Security grant. Chief Rodriguez stated that the Fire Department is now rated as a Type I Haz-mat Team by the State. The City will be only one of four in the County with this designation.

Councilmember González attended a workshop dealing with the dissolution of redevelopment agencies and the implementation of successor agencies. Mayor Pro Tem Moore, Paul Ashworth, and Thaddeus McCormack attended the ceremony at which the City received an award for transforming a contaminated oil field into the Villages Housing development. Mayor Pro Tem Moore stated that it is a shame that the City will no longer have redevelopment money available for projects like this. He added that this project is a crowning achievement for Paul Ashworth and his staff.

Mayor Pro Tem Moore and Mayor Rounds attended an event at the Hall of Administration to meet Supervisor Knabe and his staff as well as to network with other elected officials.

Mayor Rounds reported that the Council attended the Silver Shields Awards sponsored by the Whittier Chamber of Commerce at which Police Officers are recognized for going beyond the call of duty. Officer Jerry Reyes was awarded the Medal of Valor. The City of Whittier presented a flag to the City of Santa Fe Springs which included the names of all emergency personnel who lost their lives in the 9/11 attacks.

19. ADJOURNMENT

At 7:35 p.m., Mayor Rounds adjourned the meeting to Thursday, March 22, 2012, in memory of Hilary Keith's father, Maxwell S. Keith, and the victims of the tornadoes in Indiana, Kentucky, and Tennessee. He also asked that everyone keep City Employee Cookie Rodriguez in their thoughts and prayers; she is in hospice care at her home.

ATTEST:

William K. Rounds
Mayor

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

April 12, 2012

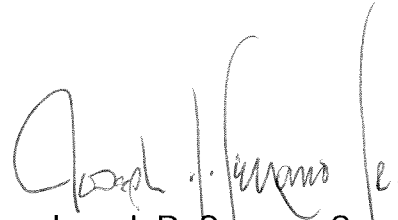
CONFERENCE AND MEETING REPORT

Councilmember Serrano's Attendance at the 2012 SCAG Regional Conference & General Assembly

RECOMMENDATION

That the City Council receive and file the report.

I attended the 2012 SCAG Regional Conference & General Assembly in Los Angeles, California, April 4-5, where I attended various sessions and workshops offered.


Joseph D. Serrano, Sr.
Councilmember



City of Santa Fe Springs

City Council Meeting

April 12, 2012

ORDINANCE FOR INTRODUCTION/PASSAGE

Ordinance No. 1030 – An Urgency Ordinance Enacting and Adopting Supplement 15 to the Code of Ordinances for the City of Santa Fe Springs and Declaring an Emergency

RECOMMENDATION

That the City Council waive further reading and introduce and adopt Ordinance No. 1030 which would update the City's Municipal Code by codifying all Ordinances passed by the Council since the last update.

BACKGROUND

The City of Santa Fe Springs contracts with American Legal Publishing Corporation to codify its ordinances on an ongoing basis; the last update was adopted by the Council on December 9, 2010. At this time, American Legal has completed Supplement No. 15, which brings the Code of Ordinances up to date as of March 14, 2012.

To provide for the usual daily operation of the City and for the immediate preservation of the public peace, health, safety, and general welfare of the City, it is necessary that the City Council adopt Ordinance No. 1030 and declare that it be in effect immediately upon adoption.

Thaddeus McCormack
City Manager

Attachment(s)
Ordinance No. 1030

ORDINANCE NO. 1030

AN URGENCY ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NO. 15 TO
THE CODE OF ORDINANCES FOR THE CITY OF SANTA FE SPRINGS

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed Supplement No. 15 to the Code of Ordinances of the City of Santa Fe Springs, which Supplement contains all ordinances of a general and permanent nature enacted since the prior Supplement to the Code of Ordinances of the City of Santa Fe Springs; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances, which are based on or make reference to sections of the City of Santa Fe Springs Municipal Code; and

WHEREAS, it is the intent of the City Council to accept these updated sections in accordance with the changes of the law of the City of Santa Fe Springs; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety, and general welfare of the municipality that this ordinance take effect immediately upon its adoption.

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

- Section 1. That Supplement No. 15 to the Code of Ordinances of the City of Santa Fe Springs, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.
- Section 2. Such Supplement shall be deemed published as of the day of its adoption; and approval by the City Council and the Deputy City Clerk is hereby authorized and ordered to insert such Supplement into the copy of the Code of Ordinances kept on file in the Office of the City Clerk.
- Section 3. This ordinance is declared to be an emergency measure necessary to the immediate preservation of the peace, health, safety, and general welfare of the people of this municipality, and shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 12th day of April, 2012.

Mayor

ATTEST:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Resolution No. 9367 - Approval of Agreement Between the City of Santa Fe Springs and the City of La Mirada Regarding the Exchange of Community Development Block Grant (CDBG) Funds for Fiscal Year 2012–2013

RECOMMENDATION

That the City Council: (1) Adopt Resolution No. 9367; and (2) Authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

BACKGROUND

At its meeting of January 26, 2012, the City Council approved the appropriation of CDBG funds for Fiscal Year 2012–2013. As part of that action, 85% of the City's CDBG allocation was "set-aside" for future exchange for General Funds from another city. The City of La Mirada has expressed interest in purchasing the unallocated amount for 71 cents of unrestricted funds for every dollar of CDBG funds.

Staff is recommending accepting the exchange offer, which would amount to \$116,426 of the City's FY 2012–2013 CDBG allocation being exchanged for \$82,662 of unrestricted general funds. Accordingly, the City Council is being asked to approve an agreement with the City of La Mirada to formalize the exchange of funds and authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

FISCAL IMPACT

The exchange of the remaining funds will yield \$82,662 to the City's General Fund. Using these funds for the support of community organizations, as directed in the CDBG Exchange Policy adopted by the Council on March 9, 2004, will save the City's General Fund.


Thaddeus McCormack
City Manager

Attachment(s):

Resolution No. 9367

Agreement for Exchange of CDBG Funds

RESOLUTION NO. 9367

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS, CALIFORNIA,
APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF
SANTA FE SPRINGS AND THE CITY OF LA MIRADA, REGARDING THE
EXCHANGE OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS (CDBG) FOR THE FISCAL YEAR 2012-2013

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES
AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Fe Springs conducted a public hearing, pursuant to applicable law, on January 26, 2012 to consider the allocation of CDBG funds for the Fiscal Year 2012–2013;

WHEREAS, the use of CDBG funds is strictly limited by law; and

WHEREAS, the City of Santa Fe Springs, a recipient of CDBG funds, desires to exchange \$116,426 of its FY 2012–2013 restricted CDBG funds for \$82,662 of the City of La Mirada's unrestricted General Funds.

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

Section 1. The attached letter of Agreement between the City of Santa Fe Springs and the City of La Mirada is hereby approved.

Section 2. In accordance with the attached letter of Agreement, the City of Santa Fe Springs will exchange \$116,426 of its FY 2012-2013 CDBG funds for \$82,662 of the City of La Mirada's General Funds.

Section 3. The final amount of CDBG may change based upon the actual total of the City's FY 2012-2013 CDBG allocation received from HUD.

Section 4. The City Manager is directed to execute any and all documents necessary to complete the exchange of funds on behalf of the City of Santa Fe Springs and make any necessary administrative changes to the exchange agreement pertaining to the actual amount of CDBG dollars to be exchanged, based upon the final HUD projection of the City's FY 2012–2013 CDBG allocation.

Section 5. This resolution shall take effect immediately.

Section 6. The Deputy City Clerk shall certify to the adoption of this resolution and henceforth and thereafter the same shall be in full force and effect.

PASSED and ADOPTED this 12th day of April 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK

**AGREEMENT FOR EXCHANGE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Agreement is made and entered into as of _____, 2012, by and between the City of Santa Fe Springs, a municipal corporation, and the City of La Mirada, a municipal corporation.

RECITALS

- A. The City of Santa Fe Springs has renewed its a three-year cooperation agreement with the County of Los Angeles concerning Community Development Block Grant (CDBG) Funds for Fiscal Years 2012–2013 and continuing in Fiscal Years 2013–2014 and 2014–2015.
- B. The City of La Mirada has executed a three-year reimbursable agreement with the County of Los Angeles concerning CDBG funds for Fiscal Years 2012–2013, 2013–2014, and 2014–2015.
- C. The City of Santa Fe Springs has unexpended CDBG Funds which could be made available to the City of La Mirada in exchange for the assignment by the City of La Mirada of the amount of its general funds indicated in Section 1 below, the City of Santa Fe Springs is willing to assign unexpended CDBG funds to the City of La Mirada.
- D. The Cities now desire to enter into an agreement under which the City of La Mirada would exchange \$82,662 of its general funds for the City of Santa Fe Springs' \$116,426 of unexpended entitlement of CDBG Funds for Fiscal Year 2012-2013.

NOW, THEREFORE, the Cites agree as follows:

- 1. **EXCHANGE.** The City of Santa Fe Springs agrees to assign its unexpended CDBG funds for Fiscal Year 2012–2013 to the City of La Mirada. In return, the City of La Mirada agrees to assign \$82,662 of its general funds to the City of Santa Fe Springs. The exchange rate is \$.71/\$1.00. The table below summarizes the amount to be exchanged and any public service and/or administration authority to be transferred to the City of La Mirada.

FY 2012-13	Amount	Public Service Authority Received	Administrative Authority Received
New Allocation	\$116,426	None	None
Total	\$116,426	None	None

- 2. **CONSIDERATION.** The City of Santa Fe Springs shall assign the agreed upon CDBG Funds in one lump sum payment. The City of La Mirada shall assign the agreed upon general funds to the City of Santa Fe Springs in one lump sum payment. The lump sum payment shall be due and payable on or before July 31, 2012.

3. **BEST EFFORTS.** The City of Santa Fe Springs shall use its best efforts to obtain any consent required of any other governmental or administrative agency to effectuate the assignment of \$116,426 of its CDBG Funds to the City of La Mirada. The City of La Mirada agrees to execute any and all additional documents which such agencies may request in connection with the assignment and receipt of the grant.
4. **TERM.** The Agreement is effective on the date written above and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
5. **TERMINATION.** Termination of this Agreement may be made by either party, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to termination.
6. **NOTICE.** Notices shall be given pursuant to this Agreement by personal service on the party notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2012.

THADDEUS J. McCORMACK, City Manager
CITY OF SANTA FE SPRINGS

ATTEST:

ANITA JIMENEZ, Deputy City Clerk
(seal)

APPROVED AS TO FORM:

STEVE SKOLNIK, City Attorney

THOMAS E. ROBINSON, City Manager
CITY OF LA MIRADA

ATTEST:

ANNE HARAKSIN, City Clerk
(seal)

APPROVED AS TO FORM:

JAMES L. MARKMAN, City Attorney



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Resolution 9368 – Establishing a Ticket/Pass Distribution Policy Pursuant to the Fair Political Practices Commission Regulation No. 18944.1 and Establishing a City Policy

RECOMMENDATION

That the City Council adopt Resolution 9368 establishing a Ticket/Pass Distribution Policy pursuant to the Fair Political Practices Commission (FPPC) Regulation No. 18944.1 and establishing a City Policy.

BACKGROUND

The Fair Political Practices Commission (FPPC) requires that cities adopt a policy that governs the distribution of tickets/passes to entertainment/recreation events to City Officials in accordance with Regulation No. 18944.1.

Under the new regulation, the distribution of any ticket or pass which is subject to the provisions of FPPC Regulation No. 18944.1 will have to be distributed to City officials in accordance with this policy. It is not anticipated that the adoption of this resolution will have a material impact on current practices, except in that certain information regarding the distribution of tickets/passes will be required to be furnished to the FPPC for posting on their website.

Thaddeus McCormack
City Manager

Attachment(s)

Resolution 9368

City Policy – Gifts: Agency Provided Tickets or Passes

FPPC Regulation 18944.1

RESOLUTION NO. 9368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A TICKET/PASS DISTRIBUTION POLICY PURSUANT TO FPPC REGULATION NO. 18944.1.

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS FOLLOWS:

SECTION 1: This Resolution shall constitute the City's "Ticket/Pass Distribution Policy", as described in subsection (c) of Fair Political Practices Commission ("FPPC") Regulation No. 18944.1. It shall apply only to a "ticket" or "pass" which is subject to the requirements of FPPC Regulation No. 18944.1, and all of the requirements, limitations and exemptions contained therein are incorporated by reference herein.

SECTION 2: The distribution of any ticket or pass which is subject to the provisions of FPPC Regulation No. 18944.1, distributed to, or at the behest of, a City official, shall accomplish or be in furtherance of at least one of the following public purposes:

- a. Facilitating the performance of a ceremonial role or function by a City official on behalf of the City at an event, for which the official may receive enough tickets or passes for the official and each member of his or her immediate family.
- b. Facilitating the attendance of a City official at an event where the job duties of the official require his or her attendance at the event, for which the official may receive enough tickets or passes for the official and each member of his or her immediate family.
- c. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including but not limited to attendance at an event with or by elected officials or appointed officials from other jurisdictions, and/or such officials' staff members or guests.
- d. Economic or business development purposes, or business retention purposes, on behalf of the City.
- e. Promotion of City resources and/or facilities available to City residents.
- f. Promotion, evaluation or monitoring of City-run, sponsored or supported community events, activities or programs, with respect to the venue, quality of performances and/or compliance with City agreements, policies and other requirement.
- g. Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and/or nonprofit organizations benefiting City residents.

- h. Promoting, supporting and/or showing appreciation for programs or services rendered by other governmental agencies, including but not limited to police agencies, fire agencies and school districts, benefiting City residents.
- i. Attendance at charitable fundraising events for the purpose of networking with other civic and community leaders.
- j. Promotion of City tourism, recognition, visibility and/or profile.
- k. Encouraging City resident and business support for and attendance at local events.
- l. Encouraging participants in City-sponsored programs to attend local events.
- m. Attracting or rewarding volunteer public service.
- n. Encouraging or rewarding significant academic, athletic or public service achievements by City students, residents, businesses or employees.
- o. Attracting and retaining highly qualified employees in City service.
- p. Recognizing or rewarding meritorious service by City employees.
- q. Promoting enhanced City employee performance or morale.
- r. As an incident to the above-listed public purposes, allowing for the immediate family of the City official to accompany the City official to events to accomplish any of such purposes.

SECTION 3: No tickets or passes subject to the provisions of FPPC Regulation No. 18944.1 which are received by a City official shall be transferred to anyone else, except to members of that official's immediate family, or to no more than one guest, solely for their attendance at the subject event.

SECTION 4: The City Manager, or his designee, shall be responsible for the distribution of tickets and passes in compliance with this Policy, and for the City's compliance with the "Public Posting" requirements contained in FPPC Regulation No. 18944.1.

SECTION 5: 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 6: The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED THIS 12TH day of April, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK

CITY OF SANTA FE SPRINGS

POLICY MANUAL

Subject: Gifts: Agency Provided Tickets or Passes

Policy Adopted: April 12, 2012

PURPOSE:

To establish a ticket/pass distribution policy pursuant to subsection (c) of the Fair Political Practices Commission (FPPC) Regulation No. 18944.1.

POLICY:

1. The distribution of any ticket or pass which is subject to the provisions of FPPC Regulation No. 18944.1, distributed to, or at the behest of, a City official, shall accomplish or be in furtherance of at least one of the following public purposes:
 - a. Facilitating the performance of a ceremonial role or function by a City official on behalf of the City at an event, for which the official may receive enough tickets or passes for the official and each member of his or her immediate family.
 - b. Facilitating the attendance of a City official at an event where the job duties of the official require his or her attendance at the event, for which the official may receive enough tickets or passes for the official and each member of his or her immediate family.
 - c. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including but not limited to attendance at an event with or by elected officials or appointed officials from other jurisdictions, and/or such officials' staff members or guests.
 - d. Economic or business development purposes, or business retention purposes, on behalf of the City.
 - e. Promotion of City resources and/or facilities available to City residents.

- f. Promotion, evaluation or monitoring of City-run, sponsored or supported community events, activities or programs, with respect to the venue, quality of performances and/or compliance with City agreements, policies and other requirement.
 - g. Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and/or nonprofit organizations benefiting City residents.
 - h. Promoting, supporting and/or showing appreciation for programs or services rendered by other governmental agencies, including but not limited to police agencies, fire agencies and school districts, benefiting City residents.
 - i. Attendance at charitable fundraising events for the purpose of networking with other civic and community leaders.
 - j. Promotion of City tourism, recognition, visibility and/or profile.
 - k. Encouraging City resident and business support for and attendance at local events.
 - l. Encouraging participants in City-sponsored programs to attend local events.
 - m. Attracting or rewarding volunteer public service.
 - n. Encouraging or rewarding significant academic, athletic or public service achievements by City students, residents, businesses or employees.
 - o. Attracting and retaining highly qualified employees in City service.
 - p. Recognizing or rewarding meritorious service by City employees.
 - q. Promoting enhanced City employee performance or morale.
 - r. As an incident to the above-listed public purposes, allowing for the immediate family of the City official to accompany the City official to events to accomplish any of such purposes.
- 2. No tickets or passes subject to the provisions of FPPC Regulation No. 18944.1 which are received by a City official shall be transferred to anyone else, except to members of that official's immediate family, or to no more than one guest, solely for their attendance at the subject event.
 - 3. The City Manager, or his designee, shall be responsible for the distribution of tickets and passes in compliance with this Policy, and for the City's compliance with the "Public Posting" requirements contained in FPPC Regulation No. 18944.1.

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

§ 18944.1. Gifts: Agency Provided Tickets or Passes.

For purposes of this regulation the terms “ticket” and “pass,” as defined in Regulation 18946, apply solely to an admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose provided by an agency to, or at the behest of, an official of that agency, other than an admission provided to a school, college or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school, college, or university district or an admission identified in Regulation 18942(a)(12) .

(a)(1) A ticket or pass is not subject to the provisions of this regulation, if the official treats the ticket or pass as income consistent with applicable state and federal income tax laws and the agency reports the distribution of the ticket or pass as income to the official in compliance with the reporting provisions of subdivision (d) below.

(2) Any ticket or pass acquired by the agency under subdivision (b)(2) and distributed to an official, other than an elected official or member of the legislative or governing body of the agency, for the official’s personal use, to support general employee morale, retention, or to reward public service is deemed to serve a public purpose, and any tickets distributed to an official for such purpose shall be reported as described under subdivision (d)(3). For purposes of this paragraph, “personal use” means use by the official, his or her family, or no more than one guest.

(b) The official will meet the burden under Section 82028 that equal or greater value has been provided in exchange for the ticket or pass if the official reimburses the agency for the ticket or if all of the following requirements are met:

(1) For a ticket or pass the agency receives from an outside source, other than as provided in subdivision (b)(2):

(A) The ticket or pass is not earmarked by the outside source for use by the agency official who uses the ticket or pass;

(B) The agency determines, in its sole discretion, who uses the ticket or pass.

(C) The distribution of the ticket or pass by the agency is made in accordance with a policy adopted by the agency that incorporates all of the provisions of subdivision (c) below.

(2) For a ticket or pass the agency obtains (i) pursuant to the terms of a contract for use of public property, (ii) because the agency controls the event (such as a state or county fair), or (iii) by purchase at fair market value, the distribution of the ticket or pass is made in accordance with a policy adopted by the agency that incorporates all of the provisions of subdivision (c) below.

(c) Agency Ticket/Pass Distribution Policy. Any distribution of a ticket or pass under this regulation to, or at the behest of, an agency official must be made pursuant to a written agency ticket distribution policy, duly adopted by the legislative or governing body of the agency or, if none, the agency head contains, at a minimum, all of the following:

(1) A provision setting forth the public purposes of the agency for which tickets or passes may be distributed.

(2) A provision requiring that the distribution of any ticket or pass to, or at the behest of, an agency official accomplish a stated public purpose of the agency.

(3) A provision prohibiting the transfer of any ticket received by an agency official pursuant to the distribution policy, except to members of the official's immediate family or no more than one guest solely for their attendance at the event.

(d) Public Posting. A record of a ticket or pass distributed pursuant to this regulation must be completed on a form provided by the Commission. The form must be maintained as a public record, be subject to inspection and copying under Section 81008(a), and be forwarded to the Commission for posting on its website.

(1) Except as provided in paragraphs (2) and (3) below, the information must include the following:

(A) The name of the person receiving the ticket or pass;

(B) A description of the event;

(C) The date of the event;

(D) The face value of the ticket or pass;

(E) The number of tickets or passes provided to each person;

(F) If the ticket or pass is behested, the name of the official who behested the ticket; and

(G) A description of the public purpose under which the distribution was made or, alternatively, that the ticket or pass was distributed as income to the official.

(2) If the ticket or pass is distributed to an organization outside the agency, the agency shall post the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as otherwise required in paragraph (1) above;

(3) If the ticket or pass is distributed pursuant to subdivision (b) the agency may post the name of the department or other unit of the agency and the number of tickets or passes provided to the department or other unit in lieu of posting the name of the individual employee as otherwise required in paragraph (1) above;

(e) The Commission recognizes the discretion of the legislative or governing body of an agency or, if none, the agency head to determine whether the distribution of a ticket or pass serves a legitimate public purpose of the agency, provided the determination is consistent with state law.

(f) The provisions of this regulation apply only to the benefits the official receives that are provided to all members of the public with the same class of ticket.

NOTE: Authority cited: Section 83112, Government Code. Reference: Section 82028, Government Code.



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Valley View Avenue Grade Separation Project - Reimbursement of Costs Incurred by Burlington Northern Santa Fe Railway Company

RECOMMENDATION

That the City Council authorize payment to the Burlington Northern Santa Fe Railway Company in the amount of \$399,001.16 for cross over work completed pursuant to the Interagency Underpass Agreement in conjunction with the Valley View Avenue Grade Separation Project.

BACKGROUND

On October 13, 2011, the City Council authorized the Director of Public Works to issue a Limited Notice to Proceed to the Burlington Northern Santa Fe Railway Company (BNSF) for the installation of a railroad track "Cross Over" in conjunction with the Valley View Avenue Grade Separation Project. This work was needed to be done in advance of the main construction work in order to facilitate the movement of trains while the new railroad bridge is being constructed.

BNSF has completed the first phase of the cross over installation at a cost of \$399,001.16. Documentation of costs incurred by BNSF were reviewed and found to be consistent with the plans and cost estimate provided by BNSF for this work. Pursuant to the approved Underpass Agreement, the City is now obligated to reimburse BNSF for the work that has been completed to date.

FISCAL IMPACT

Installation of the cross over is estimated to cost \$460,000 and is part of the \$6.851M worth of work to be done by BNSF in support of the project. Funding to reimburse the City for this cost will be provided by the Caltrans Division of Rail (DOR) in accordance with the agreement between the City and DOR.

INFRASTRUCTURE IMPACT

The work done by BNSF did not impact any City facilities but was needed to accommodate the temporary redirection of railroad traffic that will be needed during the construction of the grade separation project.

Thaddeus McCormack
City Manager

Attachment(s):

BNSF Invoice dated 3/16/12 (Supporting documentation on file with the Department of Public Works)

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: April 4, 2012

9

BNSF Railway Company

-- INVOICE --

ORIGINAL COPY

INVOICE NUMBER : SFS-VV-05
DATE : 3/16/12
AMOUNT APPLIED : \$399,001.16

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

521890003 MR. DON JENSEN
DIRECTOR OF PUBLIC WORKS
CITY OF SANTA FE SPRINGS
P O BOX 2120
SANTA FE SPRINGS, CA 90670-3658

FOR FURTHER INFORMATION ADDRESS:
BNSF FINANCE
BNSF RAILWAY COMPANY
3001 LOU MENK DR
FT WORTH, TX 76131-2800

PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE AND ATTACH A COPY OF THIS SUMMARY PAGE
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. PAYMENT DUE ON RECEIPT UNLESS OTHERWISE AUTHORIZED
BY CONTRACT OR OTHER WRITTEN AGREEMENT.

FED EMP ID NO.

41-6034000

SUMMARY OF ATTACHED INVOICES:

VALLEY VIEW PRELIM ENGINEERING

AFE NUMBER : 7-276911
SUB-INVOICE NUMBER : 90051949
DATE : 2/8/2012
AMOUNT DUE : \$2,287.74

VALLEY VIEW PRELIM ENGINEERING

AFE NUMBER : 7-276911
SUB-INVOICE NUMBER : 90053693
DATE : 3/13/2012
AMOUNT DUE : \$2,688.14

VALLEY VIEW SIGNAL

AFE NUMBER : pending
NO INVOICE THIS PERIOD

VALLEY VIEW TRACK

AFE NUMBER : Pending
NO INVOICE THIS PERIOD

VALLEY VIEW TRACK

AFE NUMBER : 7-007111
SUB-INVOICE NUMBER : 90053834
DATE : 3/16/2012
AMOUNT DUE : \$394,025.28

Subtotal Valley View \$399,001.16

TOTAL AMOUNT DUE : \$399,001.16

W.O.# _____
P.O.# _____
APPROVED BY: _____

BNSF APPROVAL:

JOHN M. FLEMING, MANAGER ENGINEERING

RECEIVED
CITY OF SANTA FE
PUBLIC WORKS
2012 MAR 23 AM 8:41



City of Santa Fe Springs

City Council Meeting

April 12, 2012

REVISED REPORT

NEW BUSINESS

Interstate 5 Water Main Relocation for the Carmenita Road Segment – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Approve the installation of 12-inch diameter ductile iron pipe in Freeway Drive from Spring Avenue to Radius Place;
2. De-appropriate \$150,000 from 16-inch Transmission Main – Phase 1 (453-B009) and appropriate \$150,000 to the Interstate 5 Water Main Relocation for the Carmenita Road Segment (484-R539) to construct a water main in Freeway Drive from Spring Avenue to Radius Place;
3. Accept the bids; and
4. Award a contract to Vido Artukovich & Sons, Inc./Vidmar, Inc., a Joint Venture of South El Monte, California, in the amount of \$4,114,930.


BACKGROUND

On July 14, 2011, the City Council approved the Utility Agreement (7UA-11565) with the State of California Department of Transportation (Caltrans) for the relocation of the existing water main infrastructure. The project scope involves the relocation of approximately 13,000 lineal feet of the City's water mains. Per the Utility Agreement, Caltrans will reimburse the City for the associated cost due to the freeway expansion work. On February 23, 2012, the City Council authorized the City Engineer to advertise for construction bids for the Interstate 5 Water Main Relocation for the Carmenita Road Segment.

Subject to City Council approval, the project will include the replacement of 985 lineal feet of a City-owned 12-inch diameter asbestos-cement pipe (ACP) in Freeway Drive from Spring Avenue to Radius Place. Caltrans has determined that replacement of this stretch of pipeline is a "betterment" and cannot be paid for with State funds. Based on the low bid that was submitted, the estimated cost to replace the pipeline "betterment" will be \$140,855 which is about \$30,000 less than anticipated. Given that the water main is 47 years old, staff believes it would be cost effective to take advantage of the bid price and replace the water main at this time. Additionally, this is an opportunity to replace this piece of asbestos cement water main with ductile iron pipe so it would be consistent with all other water mains that are being installed through this project.

Staff recommends that \$150,000 be appropriated from another capital improvement project, 16-inch Transmission Main – Phase 1 to complete this work. The original funding for the 16-inch Transmission Main – Phase 1 project consisted of Water Fund (\$150,000) and CDC funding (\$450,000).

Report Submitted By:

Don Jensen, Director 
Department of Public Works

Date of Report: April 12, 2012

Due to the elimination of the Redevelopment Agency, this project does not have the necessary funding to complete. Therefore, staff recommends transferring this funding to complete the "betterment" of installing a 12-inch diameter ductile iron pipe in Freeway Drive from Spring Avenue to Radius Place

Bids were opened on March 27, 2012 and a total of six (6) bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals were in compliance with the specifications. The lowest responsive and responsible bidder for the project was Vido Artukovich & Sons, Inc./Vidmar, Inc., a Joint Venture (Vido Artukovich & Sons Inc.) of South El Monte, California in the amount of \$4,114,930.00.

The following represents the bids received and the amount of each bid:


<u>Company Name</u>	<u>Total Bid Amount</u>
Vido Artukovich & Sons Inc.	\$ 4,114,930
Mike Bubalo Construction Co. Inc.	\$ 4,322,060
J.A. Salazar Construction & Supply Corp.	\$ 4,402,720
Kana Pipeline Inc.	\$ 4,457,000
MNR Construction Inc.	\$ 4,548,830
Downing Construction, Inc.	\$ 5,233,571

The bid submitted by Vido Artukovich & Sons, Inc is 11% below the Engineer's Estimate of \$4,613,000. The Department of Public Works has reviewed the bids and has determined the low bid submitted by Vido Artukovich & Sons, Inc. to be satisfactory.

FISCAL IMPACT

De-appropriate \$150,000 from 16-inch Transmission Main – Phase 1 (453-B009) and appropriate \$150,000 to the Interstate 5 Water Main Relocation for the Carmenita Road Segment (484-R539) to construct water main in Freeway Drive from Spring Avenue to Radius Place.

The City of Santa Fe Springs will be reimbursed by the State Department of Transportation per Utility Agreement No 7UA-11565 up to a maximum of \$4,746,105.00; with the exception of the "betterment" work. Should it later be determined that the final cost of the work will exceed that amount, the agreement can be amended to cover the updated cost, pending Caltrans approval of the additional costs.


Thaddeus McCormack
City Manager

Attachment(s):
None.



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Lease of Water Pumping Allocation Rights to the City of Whittier – Approval of Agreement

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Agreement for Lease of Water Pumping Allocation Rights with the City of Whittier; and
2. Authorize the City Manager to execute the agreement.

BACKGROUND

The City of Whittier is in need of additional water rights and has offered to lease 900 acre-feet for the 2012/2013 fiscal year at a price of \$120 per acre-foot (a total of \$108,000). The carryover right will remain with the City of Santa Fe Springs. The amount of \$120 per acre-foot is a competitive figure and this revenue will help off-set the additional cost to buy MWD water for fiscal year 2012/2013.

Since Water Well No. 12 will not be in operation until after January 1, 2013, it is projected that the City will have about 1,100 acre-feet in excess pumping rights for fiscal year 2012/2013 that can be offered to other agencies.

FISCAL IMPACT

Leasing water rights that cannot be utilized will provide the City with additional revenue to off-set operational costs.

INFRASTRUCTURE IMPACT

The leasing of water rights will not have any impact on City infrastructure.

Thaddeus McCormack
City Manager

Attachment(s):

Agreement for Lease of Water Pumping Allocation Rights

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: April 4, 2012

**AGREEMENT FOR LEASE OF WATER PUMPING
ALLOCATION RIGHTS**

THIS AGREEMENT is made and effective as of _____, 2012, between the City of Santa Fe Springs, a municipal corporation ("Lessor") and the City of Whittier, a municipal corporation ("Lessee").

WITNESSETH

WHEREAS, both Lessor and Lessee are parties in that certain water adjudication Judgment dated October 11, 1965 and entered in Los Angeles County Superior Court Case No. 786656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." (the "Judgment"); and

WHEREAS, Lessee desires to lease from Lessor a pumping allocation of 900 acre-feet for Fiscal Year 2012-2013; and

WHEREAS, Lessor warrants it will have 900 acre-feet of Allowed Pumping Allocation available to lease during the period of July 1, 2012 to June 30, 2013; and

WHEREAS, Lessor is willing to lease 900 acre-feet of Lessor's Allowed Pumping Allocation to Lessee and will not pump or permit or license any other party to pump any part of said 900 acre-feet; and

WHEREAS, Lessor has been certified by the Central Basin Watermaster ("Watermaster") to have an Allowed Pumping Allocation equal to or in excess of the amount herein leased to Lessee.

NOW, THEREFORE, Lessor hereby leases said water rights to Lessee on the terms and conditions hereinafter set forth:

1. WATER RIGHTS LEASED

A. Lessor hereby leases to Lessee and Lessee takes from Lessor the right to extract water on behalf of the City of Santa Fe Springs from the Central Basin to a maximum of 900 acre-feet for Fiscal Year 2012/2013 and agrees to put the same to beneficial use.

B. Lessee's Allowed Pumping Allocation shall be increased by the amount hereby leased when computing carryover or allowable overextraction pursuant to Part III, Subparts A and B of the Judgment. Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of the Lessor.

2. TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall remain and continue in effect until June 30, 2013.

3. INDEMNIFICATION

A. Lessee assumes the sole risk for all the exercise of any and all rights conferred on it by this Agreement. Lessee agrees and does hereby indemnify, defend, save, and hold harmless City, and its elected and appointed officials, officers, agents, and employees (collectively, "Indemnified Parties"):

1. From and against loss, damage, liability, claims, costs, and expenses from damage, of any nature, including, but not limited to, bodily injury, occupational disease, death, person injury, property damages, reasonable attorneys' fees and court costs (hereafter "Loss"), arising out of the exercise of any rights conferred hereunder on Lessee; and

2. From and against any and all costs, expenses, or charges which may accrue to any persons furnishing or supplying work, services, materials, equipment or supplies to Lessee in connection with its performance of or rights under this Agreement.

B. In the event that Lessee and Lessor are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct by Lessee, or by an alleged dangerous condition of property created by Lessee, Lessee shall not be relieved of its indemnity obligation to Lessor by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the Indemnified Parties.

4. PAYMENT

Lessee shall pay to Lessor the sum of One Hundred and Eight Thousand Dollars (\$108,000) for 900 acre-feet at a rate of \$120 per acre foot for Fiscal Year 2012/2013. Payment for Fiscal Year 2012/2013 shall be made within thirty (30) days after the effective date of this Agreement.

5. REPORTING

A. Lessee shall report all of its extractions made pursuant to this Agreement to all agencies to whom such reports must be made, pursuant either to law or to any judgment made and entered in said action.

B. Lessee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this Agreement.

6. PAYMENT OF ASSESSMENTS

Lessee shall pay all pumping assessments levied on Lessor's water rights by the Water Replenishment District of Southern California.

7. ASSIGNMENT

Lessee shall not assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of Lessor.

8. TERMINATION

In the event of any breach of this Agreement by Lessee, Lessor shall notify Lessee in writing of such breach, and Lessee shall have thirty (30) days in which to cure said breach. Lessor may, but shall not be required to, terminate this Agreement if the breach is not cured.

9. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at such other address as the party may later designate by notice.

To Lessor: City of Santa Fe Springs
 Attention: Director of Public Works
 11710 Telegraph Road
 Santa Fe Springs, CA 90670

To Lessee: City of Whittier
 Attention: Assistant Director of Public Works - WUA
 13230 Penn Street
 Whittier, CA 90602-1772

10. TRANSMITTAL TO WATERMASTER

Lessee shall transmit a copy of this Agreement to the Water Replenishment District, the Watermaster and the Department of Water Resources Southern District Chief upon its execution.

CITY OF WHITTIER:

By: _____
Jeffery W. Collier
CITY MANAGER

CITY OF SANTA FE SPRINGS:

By: _____
Thaddeus McCormack
CITY MANAGER

ATTEST:

DEPUTY CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Request for Out-of-State Travel for Fire Rescue Mechanics to Attend Training for the Maintenance of Fire Apparatus in Las Vegas, NV

RECOMMENDATION

That the City Council approve out-of-state travel for Fire Mechanics Dana Beile and Ed Andrade to attend training for the maintenance of fire apparatus at the Pierce Manufacturing Facility on April 18 and 19, 2012.

BACKGROUND

Pierce Manufacturing is the builder of the Fire Rescue Department's fire apparatus. The training is being provided by the manufacture for our fire mechanics to handle the maintenance and warranty work on department apparatus. The Fire Rescue Department maintains the warranty work on their apparatus which is a cost savings to the department. This training is needed in order to help facilitate this.

FISCAL IMPACT

The cost of the training is being funded through restricted training funds from Rio Hondo College.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Review and Approve Recommended 2012 Summer Aquatics Program

RECOMMENDATION

That the City Council approve the Parks and Recreation Division's revised 2012 Summer Aquatics Program with recommended fee increases and programmatic changes to provide summer swim lessons.

BACKGROUND

With the elimination of Redevelopment on February 1, 2012, the City Council made some difficult decisions regarding the way Santa Fe Springs would continue to do business. One of the major decisions included directing the City Manager and staff to consider outsourcing the Aquatic Center, which would have a substantial savings to the general fund, both programmatically and through maintenance and operations.

Staff has begun the process of soliciting interested vendors to provide a Summer Aquatics Program, but is faced with serious time restraints to accommodate the summer brochure's deadline for the submittal of summer program information. The Parks and Recreation Division is prepared to provide a streamlined Summer 2012 Aquatics Program that would provide the community with core aquatics programming, and also allow staff the necessary time to prepare a comprehensive RFP for the future outsourcing of the Aquatic Center beginning in the summer of 2013.

Staff is recommending changes to the aquatics programming to be able to provide a cost effective program and lessen the financial burden on the general fund. The components of the streamlined program include the following:

- Adjust the hourly rate of pay for instructor lifeguards from \$16 to \$13 and senior lifeguards from \$17 to \$14
- Reduce the class time for swim lessons from 35 minutes to 30 minutes
- Increase class size an additional 1 – 2 spots, depending on class
- Reduce recreational swim from 3 hours to 2 hours, Mon. – Sat., closed Sunday
- Discontinue morning and afternoon lap swim
- Discontinue morning water aerobics
- Discontinue teen and adult swim lessons

- Increase swim class fees from \$36 to \$40 per session
- Increase recreational swim for children from \$1 to \$2
- Increase recreational swim for adults from \$2 to \$3
- Increase private (individual) swim class from \$77 to \$80 per session
- Close spas

Staff believes the aforementioned components are achievable without compromising safety or the integrity of the swim program. Please note that the proposed fee changes will more closely align Santa Fe Springs' rates with other municipal-run swim programs (see attached fee survey).

FISCAL IMPACT

The streamlined Aquatics Program should realize a savings of \$70,000 in part-time labor costs, all other programming costs remain the same. The overhead maintenance and operations costs remain unchanged at \$243,400.

Attached is a comparison list of neighboring cities and their fees for comparable services.



Thaddeus McCormack
City Manager

Attachment:

Fee survey of neighboring cities

**Local City
Summer Aquatic Fees**

City / Position and Pay	Lessons	Recreational Swim	Lap Swim	Water Aerobics
Cerritos	\$35 R \$52 NR 10 classes of 45 min ea.	\$2 all ages	\$2 R/NR	\$5 60 minute class
Downey Lifeguard \$10.23 Swim Instructor \$11.10	\$53 R/NR 2 week session M-F, 30 min (allow Residents one early day for reg.)	\$3 All ages (admission fee, whether they swim or not.)	\$3 Fee R/NR	not available
La Mirada Instructor/Guard \$18.57 Senior Guard \$22.83	\$48 R/NR 8 classes/ 25 min.	\$3 Adult \$2 Child	\$3 R/NR	\$50 50 minute class
Norwalk Instructor/Guard 12.35-15.01 Senior Guard 12.76-16.27	\$28.25 R/NR 30 min, M-F 2wk 45 min, M-F 3 wk (allow Residents early hour for reg.) Class Ratio: 8 to 1 Level-3 10 to 1 Level 4 & up	\$3 Adult \$2 Child	\$3 Adult \$2 Senior	\$3 Adult \$2 Senior
Pico Rivera Instructor Guard \$12.07-\$14.64 Senior Guard \$13.48-\$16.19	\$42 R/NR 2 week session M-F, 40 min	\$2 All ages	\$2.50 All ages	\$50 – 12 classes 50 min class
Santa Fe Springs Instructor Guard \$13.00 Senior Guard \$14.00 2011: Instructor Guard \$15.87 - \$19.65 Senior Guard \$16.74 - \$20.73	\$40 R \$62 NR 2 week session M-F, 30 min 2011: \$36. R \$62. NR	\$3 Adult \$2 Child 2011: \$2.00 Adult \$1.00 Child	\$3 R/NR 2011: same fee	\$3 R/NR 30 min class 2011: same fee
Whittier	\$42 R \$47 NR 30 min 9 day session	\$2 All Ages	\$3 Fee R/NR	\$42 R \$47 NR M/W/F for 4 weeks, (avg. \$3.50 per class)

*R- Resident NR - Nonresident



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

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

RECOMMENDATION

That the City Council authorize the Director of Purchasing to purchase Motorola radios utilizing County of Los Angeles' Contract No. MA-IS-43070 and authorize issuing a purchase order in the amount of \$11,615.94.

BACKGROUND

The latest award from the 2009 State Homeland Security Grant Program (SHSGP) provides for \$185,000 of funding for the Department of Fire-Rescue to purchase equipment necessary to be typed to a "Level 1 Hazardous Materials Team" for the State of California. Within that funding, the City Council approved at the March 8, 2012 City Council meeting, the bulk of the equipment purchases for that grant including a command vehicle.

The proposed purchase is to outfit that same command vehicle with radio equipment. Keeping with the strategy of purchasing interoperable communications, this equipment will give the Department of Fire-Rescue the ability to communicate with other agencies in the case of a region-wide incident.

If approved, the Director of Purchasing Services would purchase one (1) Motorola XTL5000 UHF radio and one (1) Motorola XTL5000 VHF radio, along with related parts and software from Contract No. MA-IS-43070 between Motorola and the County of Los Angeles. The total cost for the purchases is \$11,615.94

Copies of the County of Los Angeles' Contract No. MA-IS-43070 and Motorola Quote are on file in the City Clerk's office.

FISCAL IMPACT

The grant does not require matching City funds so there is no fiscal impact.

Thaddeus McCormack
City Manager

**MOTOROLA**

Dealer/Agent/MR Proposal

#50223

Date: February 23, 2012

Dealer/Agent/MR Name: KR Nida Corporation

Prepared By: Eric Foss (626) 274-0894

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

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	12035 Burke Street, STE. 1	Street		Street		Street	
City	Santa Fe Springs, CA	City		City		City	
State/Zip	9-0670	State/Zip		State/Zip		State/Zip	
Att:	Pat Craddock	Att:	Accounts Payable	Att:		Att:	




LOS ANGELES COUNTY CONTRACT #MA - IS - 43070

Qty.	Model	Description	List Price	Your Price	Total Price
		ITEM			
0	H18KEFPW6AN	XTS 5000 VHF MODEL 2 PORTABLE RADIO			
0	H129AV	XTS5000 136-174MHZ 1-6W 1000 CH LMTD KEYPAD M2	\$2,158.00	\$1,575.34	\$0.00
0	Q806BA	ALT: ANTENNA HELICAL VHF 150.8-162 MHZ (NAD6567)	\$0.00	\$0.00	\$0.00
0	H35BN	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$0.00
0	Q393AQ	ADD: CONVENTIONAL SYSTEMS OPERATION SOFTWARE	\$800.00	\$584.00	\$0.00
0	H499JK	ALT: BATTERY IMPRES NIMH FM RUGGED 1700MAH (NNTN4437)	\$47.00	\$34.31	\$0.00
0	H64AS	ALT: SUBMERSIBLE - 6 FT. 2 HOURS (RUGGED)	\$250.00	\$182.50	\$0.00
0	H88AA	ALT: HOUSING YELLOW	\$25.00	\$18.25	\$0.00
0	H88BK	ADD: USER GUIDE MANUAL CD	\$0.00	\$0.00	\$0.00
0		ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$84.00	\$84.00	\$0.00
0	H18SDF9PW6AN	XTS 5000 UHF MODEL 2 PORTABLE RADIO			
0	H127AQ	XTS5000 450-520MHZ /1-5W 1000 CHAN M2	\$2,158.00	\$1,575.34	\$0.00
0	Q806BA	ALT: ANTENNA HELICAL UHF 470-520MHZ	\$0.00	\$0.00	\$0.00
0	Q361AK	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$0.00
0	Q393AQ	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	\$300.00	\$219.00	\$0.00
0	H38BR	ALT: BATTERY IMPRES NIMH FM RUGGED 1700MAH (NNTN4437)	\$47.00	\$34.31	\$0.00
0	H499JK	ADD: SMARTZONE SYSTEM SOFTWARE	\$1,500.00	\$1,095.00	\$0.00
0	H88AA	ALT: SUBMERSIBLE - 6 FT. 2 HOURS (RUGGED)	\$250.00	\$182.50	\$0.00
0	H88BK	ADD: USER GUIDE MANUAL CD	\$0.00	\$0.00	\$0.00
0		ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$84.00	\$84.00	\$0.00
0	H97GDPW1AN	APX 7000 DUAL BAND PORTABLE RADIO			
0	QA00572AA	APX7000 DIGITAL PORTABLE RADIO	\$2,632.00	\$2,105.60	\$0.00
0	QA00574AA	ADD: UHF RANGE 2 PRIMARY BAND	\$0.00	\$0.00	\$0.00
0	QA00577AA	ADD: VHF SECONDARY BAND	\$0.00	\$0.00	\$0.00
0	QA00579AA	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	\$500.00	\$400.00	\$0.00
0	Q806BK	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$800.00	\$0.00
0	H38BS	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$412.00	\$0.00
0	Q361AN	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,200.00	\$0.00
0	QA01749	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$240.00	\$0.00
0	QA01833AB	ADD: SOFTWARE KEY	\$0.00	\$0.00	\$0.00
0	QA01376AA	ADD: EXTREME 1-SIDED NOISE REDUCTION	\$25.00	\$20.00	\$0.00
0	QA00782AA	ADD: VHF (136-169) UHF (380-520) GPS ANTENNA	\$65.00	\$52.00	\$0.00
0	Q947AN	ADD: ENABLE INTERNAL GPS OPERATION	\$100.00	\$80.00	\$0.00
0	G996AP	ADD: RADIO PACKET DATA	\$200.00	\$160.00	\$0.00
0	H64BC	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$80.00	\$0.00
0	H499JL	ALT: PUBLIC SAFETY YELLOW	\$25.00	\$20.00	\$0.00
0	QA00581AA	ENH: SUBMERSIBLE (DELTA T)	\$250.00	\$200.00	\$0.00
0	G53AF	ALT: NIMH IMPRES 2000 MAH FM DELTA T (NNTN7035) (USE THIS OPTION W/IT	\$100.00	\$80.00	\$0.00
0		ADD: FRONT PANEL PROGRAMMING (FPP)	\$150.00	\$120.00	\$0.00

0	HA00025AB	ADD: 3 YR REPAIR SERVICE ADVANTAGE COMPREHENSIVE		\$275.00	\$275.00	\$0.00
0	HT99AS	ADD: TEST RESULTS/RATED AUDIO PRINTOUT		\$10.00	\$10.00	\$0.00
		XTL 5000 UHF DUAL 05 HEAD MOBILE RADIO				
1	M20SSSS9PW1AN	XTL 5000 UHF R2 450-520 MHZ 10-45 WATT	12%	\$1,497.00	\$1,092.81	\$1,092.81
1	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION		\$515.00	\$375.95	\$375.95
1	G51	ENH: 3600 SMARTZONE OPERATION		\$1,500.00	\$1,095.00	\$1,095.00
1	G361	ADD: P25 TRUNKING SOFTWARE		\$300.00	\$219.00	\$219.00
1	G442	ADD: XTL5000 05 CONTROL HEAD		\$432.00	\$315.36	\$315.36
1	G444	ADD: CONTROL HEAD SOFTWARE		\$0.00	\$0.00	\$0.00
1	G67Q	ADD: REMOTE MOUNT		\$297.00	\$216.81	\$216.81
1	G490	ADD: ANTENNA 1/4 WAVE 470-512 MHZ		\$14.00	\$10.22	\$10.22
2	W22	ADD: PALM MICROPHONE		\$72.00	\$52.56	\$105.12
2	B18	AUXILAR		\$60.00	\$43.80	\$87.60
1	W12	ADD: RF PRE-AMPLIFIER		\$66.00	\$48.18	\$48.18
1	G799	ADD: PRINTED TEST RESULTS		\$10.00	\$10.00	\$10.00
1	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	0%	\$121.00	\$121.00	\$121.00
1	GA00092AA	ADD: DUAL-CONTROL HARDWARE		\$570.00	\$416.10	\$416.10
2	G609AA	ADD: REMOTE MOUNT CABLE 15 METERS (50 FT)		\$35.00	\$25.55	\$51.10
		XTL 5000 UHF SINGLE 05 HEAD MOBILE RADIO				
0	M20SSSS9PW1 N	XTL 5000 UHF R2 450-520 MHZ 10-45 WATT		\$1,497.00	\$1,092.81	\$0.00
0	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION		\$515.00	\$375.95	\$0.00
0	G51	ENH: 3600 SMARTZONE OPERATION		\$1,500.00	\$1,095.00	\$0.00
0	G361	ADD: P25 TRUNKING SOFTWARE		\$300.00	\$219.00	\$0.00
0	G442	ADD: XTL5000 05 CONTROL HEAD		\$432.00	\$315.36	\$0.00
0	G444	ADD: CONTROL HEAD SOFTWARE		\$0.00	\$0.00	\$0.00
0	G67Q	ADD: REMOTE MOUNT		\$297.00	\$216.81	\$0.00
0	G490	ADD: ANTENNA 1/4 WAVE 470-512 MHZ		\$14.00	\$10.22	\$0.00
0	W22	ADD: PALM MICROPHONE		\$72.00	\$52.56	\$0.00
0	B18	ADD: AUXILARY SPKR SPECTRA 7.5 WATT		\$60.00	\$43.80	\$0.00
0	W12	ADD: RF PRE-AMPLIFIER		\$66.00	\$48.18	\$0.00
0	G799	ADD: PRINTED TEST RESULTS		\$0.00	\$0.00	\$0.00
0	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		\$121.00	\$121.00	\$0.00
0	G609AA	ADD: REMOTE MOUNT CABLE 15 METERS (50 FT)		\$35.00	\$25.55	\$0.00
		XTL 5000 VHF DUAL 05 HEAD MOBILE RADIO				
1	M20KSSSPW1 N	XTL 5000 VHF MOBILE 10-50 WATT 136-174 MHZ	2%	\$1,497.00	\$1,092.81	\$1,092.81
1	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION		\$515.00	\$375.95	\$375.95
1	G48	ENH: CONVENTIONAL OPERATION		\$800.00	\$584.00	\$584.00
1	G442	ADD: XTL5000 05 CONTROL HEAD		\$432.00	\$315.36	\$315.36
1	G444	ADD: CONTROL HEAD SOFTWARE		\$0.00	\$0.00	\$0.00
1	G67	ADD: REMOTE MOUNT		\$297.00	\$216.81	\$216.81
1	G299	ADD: ANTENNA 1/4 WAVE ROOF TOP VHF (150.8-162 MHZ)		\$19.50	\$14.24	\$14.24
2	W22	ADD: PALM MICROPHONE		\$72.00	\$52.56	\$105.12
2	B18	ADD: AUXILARY SPKR SPECTRA 7.5 WATT		\$60.00	\$43.80	\$87.60
1	W12	ADD: RF PRE-AMPLIFIER		\$66.00	\$48.18	\$48.18
1	G799	ADD: PRINTED TEST RESULTS		\$0.00	\$0.00	\$0.00
1	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	0%	\$121.00	\$121.00	\$121.00
1	GA00092AA	ADD: DUAL-CONTROL HARDWARE		\$570.00	\$416.10	\$416.10
2	G609AA	ADD: REMOTE MOUNT CABLE 15 METERS (50 FT)		\$35.00	\$25.55	\$51.10
		MW 180				
0	F5208A	MW810 MOBILE WORKSTATION CPU		\$2,995.00	\$2,396.00	\$0.00
0	VA00364AA	SERIAL & USB I/O EXPANSION BOARD		\$250.00	\$200.00	\$0.00
0	VA00510AB	2GB,DDR3,1066MHZ,SINGLE SLOT		\$0.00	\$0.00	\$0.00
0	VA00580AA	INTEL CORE 2DUO P8400,2.26GHZ,3MB,1066MHZ		\$0.00	\$0.00	\$0.00
0	VA00036AB	WIN 7 PRO LIC, W/IMAGE XP PRO,SP3		\$250.00	\$200.00	\$0.00
0	VA00068AG	ADD: HRD DISK, 250GB W/ WIN XP-PRO		\$0.00	\$0.00	\$0.00

4,164.25

3428.27

TERM CONTRACT AWARD		NUMBER : 43070 BUYER : YVONNE PARKER BUYER PHONE : (323) 881-5150-0000 T-NUMBER : DATE ISSUED : 06/21/07 VENDOR NUMBER : 033256 -04 VENDOR PHONE : (213) 362-6704 REQ AGENCY : IS9000
INTERNAL SERVICES DEPARTMENT		INTERNAL SERVICES DEPARTMENT AGENCY REQ NO. : REQ NO. : 11032379 FISCAL YEAR : 08 EFFECTIVE DATE : 07/01/07 EXPIRATION DATE : 06/30/10
<div data-bbox="207 466 678 655" style="border: 1px solid black; padding: 5px;"> MOTOROLA, INC. 725 S. FIGUEROA ST., STE. 1870 LOS ANGELES, CA 90017 </div>		
RADIO COMMUNICATIONS (MOTOROLA)		
<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 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County 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>		
 COUNTY OF LOS ANGELES 6/27/07		 6/26/07 VENDOR SIGNATURE/DATE

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER :43070 T-NUMBER :	VENDOR: MOTOROLA, INC.		PAGE 2

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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.
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.
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.
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.
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.
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.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

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.

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.

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.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER :43070 T-NUMBER :		VENDOR: MOTOROLA, INC.	PAGE 3
<p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinances 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. 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. 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. 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. 			

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER :43070		VENDOR: MOTOROLA, INC.	PAGE
T-NUMBER :			4

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

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.

ASSIGNMENT BY CONTRACTOR

- 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.
- 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.
- 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.

OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m.

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same vendor shall make every effort to coordinate off-peak deliveries and pickups between the vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the vendor to the satisfaction of the affected County department that are outside of the control of the vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070 T-NUMBER :		VENDOR: MOTOROLA, INC.	PAGE 5
<p>County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled business days.</p> <p>Records Retention and Audit, Federal or State Funded Purchases</p> <p>The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this purchase order or agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal government or its duly authorized representatives, during the term of the contract and for a period of at least three years following the County's final payment under the purchase order or agreement, unless other matters, such as an audit or litigation, are not closed. All purchase order or agreement-related books, documents, papers, and records related to the Vendor's performance under the purchase order or agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070	VENDOR: MOTOROLA, INC.		PAGE
T-NUMBER :			6

1	<p>TERMS & CONDITIONS OF PURCHASE FOR CONTRACT 43070</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 40856 (TERM: 1999 - 2007) 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 40856. 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>
2	<p>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>
3	<p>INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER. 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>
4	<p>PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID 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.</p>
5	<p>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 40856 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).</p>
6	<p>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.</p>

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070	VENDOR: MOTOROLA, INC.		PAGE
T-NUMBER :			7

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.

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.

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.

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.

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.

12 GOVERNING LAW AND VENUE: THE 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 THE PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070	VENDOR: MOTOROLA, INC.		PAGE
T-NUMBER :			8

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 COUNTY.

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.

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.

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:

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070	VENDOR: MOTOROLA, INC.		PAGE
T-NUMBER :			9

GENERAL AGGREGATE: \$2 MILLION
 PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION
 PERSONAL AND ADVERTISING INJURY: \$1 MILLION
 EACH OCCURENCE: \$1 MILLION

- 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.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

EACH ACCIDENT: \$1 MILLION
 DISEASE - POLICY LIMIT: \$1 MILLION
 DISEASE - EACH EMPLOYEE: \$1 MILLION

- 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 AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

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. 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) CONTAIN THE EXPRESS 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, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM THIS AGREEMENT.

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070 T-NUMBER :	VENDOR: MOTOROLA, INC.		PAGE 10
<p>(5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.</p> <p>18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>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. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR FOR SUCH INSURANCE.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <p>(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.</p> <p>(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.</p> <p>(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.</p> <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 REQUIREMENTS 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</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070	VENDOR : MOTOROLA, INC.		PAGE 11
<p>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>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>20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 40760, 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 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>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>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. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THE 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 MOST FAVORED CUSTOMER: VENDOR REPRESENTS THAT THE PRICES CHARGED</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 43070 T-NUMBER :	VENDOR : MOTOROLA, INC.		PAGE 12
<p>COUNTY IN THIS PURCHASE ORDER DO NOT EXCEED EXISTING SELLING PRICES TO OTHER CUSTOMERS FOR THE SAME OR SUBSTANTIALLY SIMILAR ITEMS OR SERVICES FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS.</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>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>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>30 ENTIRE AGREEMENT MODIFICATIONS: THE 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. THE 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 THE PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE.</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>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>32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.</p> <p>33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY 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>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	:43070 :	VENDOR: MOTOROLA, INC.	PAGE 13
<p>31---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> <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 OF 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>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>			

PRICE SHEET		TERM CONTRACT			
NUMBER : 43070 T-NUMBER :		VENDOR: MOTOROLA, INC.			PAGE 14
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE COMMODITY CODE: 725-45-028600 RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA % DISCOUNT: SEE EXHIBIT A - CONTRACT AGREEMENT PRICING DATED 6/18/2007 FOR % DISCOUNT FROM MOTOROLA ELECTRONIC CATALOG (ECAT) MOTOROLA PRODUCT CATALOG DATED: APRIL 1, 2007	1	EA	N/A	0.00%

EXHIBIT A

CONTRACT AGREEMENT PRICING

2007-2010

MOTOROLA COMMUNICATIONS EQUIPMENT ELECTRONIC CATALOG (ECAT) MOTOROLA PRODUCT CATALOG

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

Discount applies to the section as stated, with specific exceptions noted as;

- Bullet Items

Discounts only apply to specific main line and options in ECAT Motorola Product Catalog

LA COUNTY DISCOUNT LEVELS

<i>SECTIONS AS LISTED IN ECAT</i>	<i>DISCOUNT</i>
Data Applications	10%
• <i>Automatic License Plate Recognition (ALPR)</i>	5%
Biometric Applications	5%
Comparators	15%
Data Subscriber Devices	10%
• <i>Portable Data Subscribers</i>	20%
• <i>Vehicular Radio Modem (VRM)</i>	12%
• <i>Mobile Workstation 800 (MW800) / 810 (MW810)</i>	20%
• <i>Mobile Laptop 900 (ML900) / 910 / (ML910)</i>	20%
• <i>Digital Patroller 2</i>	5%
• <i>Radio IP (MM1000 Multi Net Mobility)</i>	10%
Digital Conventional Systems	10%
Dispatch Solutions	15%
Encoders	10%
Fireground Solutions	5%
Fixed Data Products	15%
• <i>MOSCAD</i>	18%
Fixed Network Equipment	15%
Fixed Stations	20%

Fixed Stations Accessories	5%
Fixed Station Antenna Systems	5%
Mobile Stations	15%
• <i>ASTRO Digital XTL 1500 / XTL 2500 / XTL5000</i>	22%
• <i>ASTRO Digital XTL Console</i>	15%
• <i>MOTOTRBO Series</i>	15%
• <i>CDM series</i>	42%
• <i>CM series</i>	10%
• <i>PM series</i>	10%
Mobile Accessories	5%
Locations Solutions	10%
Network Security	5%
Networking Products	15%
Paging	15%
Portable Radiophones	22%
• <i>ASTRO XTS1500 / XTS5000</i>	22%
• <i>Mobile Vehicular Adapter (MTVA)</i>	
• <i>ASTRO XTS 2500</i>	24.5%
• <i>MOTOTRBO Series</i>	15%
• <i>CP series</i>	10%
• <i>DTR series</i>	10%
• <i>EX series</i>	30%
• <i>BPR series</i>	5%
• <i>HT series HT750, HT1250, HT1550</i>	43%
• <i>MTX series</i>	44%
• <i>PR series</i>	10%
• <i>MT series</i>	30%
Radioware Solutions	0%
Receivers	20%
Railroad Equipment	15%
Secure Solutions	14%
Single Sideband	14%
Software Upgrades / FLASHport	0%
Telephone Interconnect	19%
Programming over P25 (POP25)	10%
Wireless Network Solution	10%
Text Messaging Services Solutions	10%
Trunking Products and Systems	14%
Accessories & Aftermarket Items	15%
<i>Accessories, Replacement Parts, Kits, Radio Programming and Batteries</i>	
Non-Motorola Mfg. Items (Dropship)	5%

EXHIBIT A
MA-IS-43070 CONTRACT AGREEMENT PRICING
2010-2012
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	2010 - 2012 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	
No Curent Product Offering	
Comparators	
GCM 8000 Comparator	18.00%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

ASTRO-TAC 3000 Comparator	15.00%
ASTRO-TAC 3000 Comparator Expansion	15.00%
ASTRO-TAC 9600 Comparator	15.00%
DIGITAC Comparator	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	
DP2 In-Car	5.00%
DP2 Server	5.00%
HPD 1000 Modem	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%
ML910 Rugged Notebook Computer	20.00%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

ML900 Rugged Notebook Computer	20.00%
ML850 Rugged Notebook Computer	20.00%
Handheld Mobile Computing Devices	
Mobile Computing Devices (MC75, MC35, MC70, MC9000)	25.00%
Mobile Video Enforcer	
Mobile Digital Video Recorder	5.00%
Digital Video Management Solution	5.00%
RadioIP	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%

MOTOROLA PRODUCTS		2010 - 2012 DISCOUNT %
General Information		
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%
SmartZone 4.1 Detrunked Logging Recorder		10.00%
ASTRO 25 6.x Detrunked Logging Recorder		10.00%
Dual Instant Recall Recorder		10.00%
MCC 7500 IP Logging Recorder Products		10.00%
Mirra for MIP 5000 Console		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%

MOTOROLA PRODUCTS		2010 - 2012 DISCOUNT %
General Information		
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 PRODUCTS**2010 - 2012
DISCOUNT %****General Information**

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%
RNC 3000 Data Controller	10.00%
RNC 3000 CPCI	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%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

High Band Duplexers	10.00%
High Band Transmitters/Combiners	
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%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

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%
ASTRO Digital Mobile & Consolette Radios	
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 Consolette	
VHF UHF 700/800 & 896-940MHz XTL 5000 Consolette	27.00%
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%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

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%
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 400	
VHF Models	10.00%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

UHF Models	10.00%
PM1200	10.00%
PM1500	
VHF Models	10.00%
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%

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

Radio Applications	
Pop25 for Trunking and Conventional	
Presence Notifier Application	15.00%
Advanced System Key	20.00%
Portable Radiophones	
APX 7000	
APX 7000	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	
Mobile Vehicular Adapter (MTVA)	20.00%
* XTS Vehicular Adapter (XTVA)	22.00%
XTVA Transportable Base Station	22.00%
CP200	

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

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%
MTX850 MTX950 MTX8250 & MTX9250	
MTX 850 Privacy Plus	44.00%
MTX 950 Privacy Plus	44.00%
MTX 8250 Privacy Plus	44.00%
MTX 9250 Privacy Plus	44.00%
MTX850 LS & MTX8250 LS	
MTX850 LS	44.00%
MTX8250 LS	44.00%
PR400	
VHF Models	10.00%
UHF Models	10.00%
PR860	10.00%
PR1500	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
Radioware Solutions	

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

TX Application Software	5.00%
Receivers	
ASTRO TAC Receivers	20.00%
MTR 2000 Analog Receivers	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%
MGEK 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	

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

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 Consolelette FLASHport Upgrade	5.00%
ASTRO Digital SABER UCM FLASHport Upgrade	5.00%
ASTRO Spectra & AS+ Consolelette UCM FLASHport Upgrade	5.00%
ASTRO Spectra Plus & AS+ Consolelette 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%

MOTOROLA PRODUCTS		2010 - 2012 DISCOUNT %
General Information		
XTL 5000 & Console Flashport Software Upgrade		20.00%
XTS 5000 UCM Flashport Software Upgrade		20.00%
XTL 5000/2500 & Console 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		
Enterprise Planner		15.00%
Site Scanner		15.00%
LAN Planner		15.00%
Mesh Planner		15.00%
Private Broadband Networks		15.00%
Mesh Planner		15.00%
PTP (Point to Point)		15.00%
RAD Data Products		15.00%
Point-to-Multipoint		15.00%
Wireless LAN		15.00%
Broadband IP CRYPT		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		

MOTOROLA PRODUCTS	2010 - 2012 DISCOUNT %
General Information	

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	
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	

MOTOROLA PRODUCTS**2010 - 2012
DISCOUNT %****General Information**

THE PRICE QUOTE.

- 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN
REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE.



City of Santa Fe Springs

City Council Meeting

April 12, 2012

PROCLAMATION

Proclaiming April 27, 2012 as "National Arbor Day"

RECOMMENDATION

That the City Council proclaim April 27, 2012 as "National Arbor Day".

BACKGROUND

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which would be called Arbor Day. Trees play an integral part in urban landscape by providing aesthetic value to neighborhoods as well as environmental benefits. The City of Santa Fe Springs places great value in maintaining and preserving the City's urban forest and as result of that investment has been recognized by the Arbor Day Foundation with the national designation of Tree City USA Award for the past 24 consecutive years.

The Arbor Day Foundation is a non-profit, environmental and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the United States Department of Agriculture Forest Service sponsors the Tree City USA program.

This year, the City of Santa Fe Springs will be celebrating its 27th year of honoring the Arbor Day tradition by planting a tree at Lakeview Elementary School.

The Mayor may wish to call upon Don Jensen, Director of Public Works, to receive the proclamation.

Thaddeus McCormack
City Manager

Attachment(s)
Proclamation

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

Date of Report: April 4, 2012

24

NATIONAL ARBOR DAY

April 27, 2012

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

NOW, THEREFORE, I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 27, 2012 as

NATIONAL ARBOR DAY

in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees to promote the well-being of this and future generations.

DATED this 12th day of April, 2012

ATTEST:

MAYOR

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

April 12, 2012

NEW BUSINESS

Mayor's Appointment to Successor Agency Oversight Board

RECOMMENDATION

Staff recommends the Mayor appoint Jose Barrios as an alternate to the employee organization representative to the Oversight Board, so that the City's interests and perspective will be represented at meetings of the Oversight Board.

At the February 23, 2012 meeting, the City Council appointed Cuong Nguyen as the representative member of the largest recognized employee organization representing the former RDA/CDC to the Oversight Board of the Successor Agency.

In order to ensure that the City's interests are not under-represented, Staff recommends that the Mayor now also name an alternate to Mr. Nguyen from the employee organization to the Board, in the event that Mr. Nguyen can not attend Oversight Board meetings. Accordingly, Staff recommends that the Mayor appoint Jose Barrios, Transportation Supervisor, who works out of the City Manager's office as the alternate.

As stated in the February 23 agenda report, details of the inner-workings of the Oversight Board are still being hashed out, but below is a list what is known:

- There is no compensation to serve.
- Any specifics with regards to meeting locations, times, frequency, etc., have yet to be answered and probably won't be until the oversight boards are actually appointed.
- There is no personal legal liability for the board members.
- Oversight Board members would be considered public officials and would be required to file statements of economic interests, known as the Form 700.
- Any potential conflict relating to financial interest in the Successor Agency or one of its redevelopment related contractors would have to be disclosed.
- Appointees would be provided with training to orient them to their specific duties as oversight board members.

Thaddeus McCormack
City Manager



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APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	2	González
Beautification	1	Moore
Beautification	3	Serrano
Community Program	3	González
Community Program	3	Rounds
Community Program	3	Serrano
Community Program	5	Trujillo
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	2	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo
Youth Leadership	1	González

Please direct any questions regarding this report to the Deputy City Clerk. Councilmember Trujillo has requested and the Mayor has granted a six-month leave of absence to James Hogan from the Senior Citizen Advisory Committee.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Submitted By: Anita Jimenez, Deputy City Clerk

Date of Report: April 3, 2012

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez

Raul Miranda, Jr.

A.J. Hayes

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Yardley Castellanos

Irie Garcia

Yesenia Maciel

Victoria Ramirez

Felipe Rangel

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(12)
	Paula Minnehan	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rounds	Sadie Calderon	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Serrano	Vacant	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	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	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

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

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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

Gonzalez

Laurie Rios*

Moore

May Sharp

Rounds

A.J. Hayes

Serrano

Paula Minnehan

Trujillo

Amparo Oblea

Committee Representatives

Beautification Committee

Marlene Vernava

Historical Committee

Larry Oblea

Planning Commission

Frank Ybarra

Chamber of Commerce

Tom Summerfield

Council/Staff Representatives

Council

Richard Moore

City Manager

Thaddeus McCormack

Director of Library & Cultural Services

Hilary Keith

Director of Planning & Development

Paul Ashworth

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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	(12)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(12)
	Tony Reyes	(12)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

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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	(12)
	Frank Leader	(12)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
Moore	Jimmy Mendoza	(12)
	John Salgado	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

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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	Laurie Rios
Moore	Manny Zevallos
Rounds	Susan Johnston
Serrano	Michael Madrigal
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

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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	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Vacant	(12)
	Ted Radoumis	(13)
	Vacant	(13)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

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TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Ruben Madrid
Moore	Lillian Puentes
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Vacant	()
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Drew Bobadilla	(13)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Christain Garcia	(12)
	Julio Correa	(12)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Trujillo	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)