



AGENDA

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

December 6, 2022
6:00 P.M.

Juanita Martin, Councilmember
John M. Mora, Councilmember
Jay Sarno, Councilmember
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Mayor

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

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 use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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.

City of Santa Fe Springs

Regular Meetings

December 6, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

Juanita Martin, Councilmember
John M. Mora, Councilmember
Jay Sarno, Councilmember
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENTS** *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three (3) minutes unless otherwise specified by the Mayor.*

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

- a. Minutes of the November 1 and 15, 2022 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

- a. Minutes of the November 1 and 15, 2022 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

8. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the November 1 and 15, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

9. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the November 1 and 15, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

10. CONSENT AGENDA

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

- a. Minutes of the November 1 and 15, 2022 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9834:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9835:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Santa Fe Springs Park – Parking Lot Improvements - Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to E.C. Construction of South El Monte, California, for \$23,040.29 (Less 5% Retention) for the subject project.

- e. Resolution No. 9836 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties (Fire)

Recommendation:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

- f. Approve Grant Agreement between the City of Santa Fe Springs and the California State Library for the Santa Fe Springs (SFS) Grows/Gardening and Sustainability for Developmentally Disabled Adults Project (Community Services)

Recommendation:

- Approve and Authorize the Director of Community Services to Sign the Grant Agreement between the City of Santa Fe Springs and the California State Library for the SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults Project.

- g. Approval of the Comprehensive Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe springs City Employees' Association and the Santa Fe Springs Firefighters Association (Finance)

Recommendation:

- Approve the comprehensive Fiscal Year 2021-2024 MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association and the Santa Fe Springs Firefighters Association.

- h. Operating Agreement 01-2022 (Planning)

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall V-shape electronic billboard on the west (southbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-029-004)

Recommendation:

- Adopt Resolution No. 9832, which incorporates the City Council's findings and actions regarding this matter.

i. Operating Agreement 02-2022 (Planning)

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall double-face electronic billboard on the east (northbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-031-017)

Recommendation:

- Adopt Resolution No. 9831, which incorporates the City Council's findings and actions regarding this matter.

j. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

PUBLIC HEARING

11. Alcohol Sales Conditional Use Permit (CUP) Case No. 81 (Police Services)

Request for approval of Alcohol Sales Conditional Use Permit Case No. 81 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of beer and wine at SCC Distribution Network located at 13620 Imperial Highway, Unit 3, within the Heavy Manufacturing (M-2) Zone. (SCC Distribution Network)

Recommendation:

- Open the Public Hearing; and
- Receive any comments from the public wishing to speak on this matter, and thereafter close the Public Hearing; and
- Find that the applicant's ASCUP request meets the criteria set forth in §155.628 and §155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit; and
- Approve Alcohol Sales Conditional Use Permit Case No. 81, subject to the conditions of approval as contained within Resolution No. 9833; and
- Adopt Resolution No. 9833, which incorporates the City Council's findings and actions regarding this matter.

PUBLIC HEARING

12. Introduction of Ordinance No. 1116 – An Ordinance Amending Section 150.001 (Building Code Adopted) of Chapter 150 (Building Regulations) of the Municipal Code by adopting by reference the 2023 Edition of the Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) and Existing Building Codes (Title 33) (Planning)

Recommendation:

- Read by title only, waive further reading and introduce Ordinance No. 1116; and
- Make the determination that this action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under the general rule contained in Section 1506(b)(3) and Public

Resource Code Section 21080(b)(15).

NEW BUSINESS

13. Residential Alley Improvements (Terradell Street to Bartley Avenue) (Public Works)
Recommendation:
- Add Residential Alley Improvements (Terradell Street to Bartley Avenue) project to Capital Improvement Plan (CIP); and
 - Appropriate \$555,000 from Utility User Tax (UUT) Capital Improvement Funds to the Residential Alley Improvements (Terradell Street to Bartley Avenue) project.
14. Resolution No. 9837 – Authorizing the Publication of Notice to Sale a Franchise to Crimson California Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets (Public Works)
Recommendation:
- Adopt Resolution No. 9837 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Crimson California Pipeline, L.P.
15. Residential Concrete Improvements - Authorization to Advertise for Construction Bids (Public Works)
Recommendation:
- Combine the Sidewalk Removal and Replacement Projects at Los Nietos Park, Lakeview Park, and Lake Center Athletic Park with the Annual Sidewalk/Curb & Gutter Removal and Replacement Program;
 - Transfer Utility Users Tax CIP funds from the Sidewalk Removal and Replacement Projects at Los Nietos Park (Account PW220011/Amount \$162,000), Lakeview Park (Account PW220012/Amount \$124,000), and Lake Center Athletic Park (Account PW220017/Amount \$120,000) to the Annual Sidewalk/Curb & Gutter Removal and Replacement Program (PW220009); and
 - Rename the Annual Sidewalk/Curb & Gutter Removal and Replacement Program to Residential Concrete Improvements Project;
 - Approve the Plans and Specifications; and
 - Authorize the City Engineer to advertise for construction bids.
16. Betty Wilson Center Roof Replacement - Authorization to Advertise for Construction Bids (Public Works)
Recommendation:
- Approve the Specifications; and
 - Authorize the City Engineer to advertise for construction bids.
17. Resolution No. 9838 – Authorizing the Publication of Notice to Sale a Franchise to Cardinal Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets (Public Works)
Recommendation:

- Adopt Resolution No. 9838 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Cardinal Pipeline, L.P.

18. Municipal Services Yard Warehouse and Administration Office Roof Replacement – Award of Contract (Public Works)

Recommendation:

- Appropriate \$35,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Municipal Services Yard Warehouse and Administration Office Roof Replacement (PW 220004);
- Accept the bids; and
- Award a contract to 4 Seasons Roofing, Inc. of Montebello, California, in the amount of \$447,705.

19. Award of Contract to Public Sector Personnel Consultants for the Preparation of a Classification and Compensation Study (Finance)

Recommendation:

- Authorize the City Manager to sign a contract with Public Sector Personnel Consultants for the preparation of a Classification and Compensation Study.
- Appropriate \$40,000 from the General Fund Unassigned Fund Balance to fully fund the Study

20. Increase the City's Maximum Contribution for Medical Insurance Premiums Under the Affordable Care Act (Finance)

Recommendation:

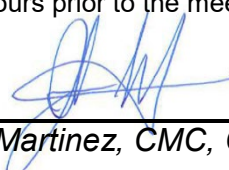
- Approve an increase in the City's maximum contribution for medical insurance premiums under the Affordable Care Act.

21. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

22. COUNCIL COMMENTS

23. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at www.santafesprings.org; 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.


Janet Martinez, CMC, City Clerk

December 2, 2022
Date Posted

FOR ITEM NO. 6A
PLEASE SEE ITEM NO. 10A



CONSENT AGENDA

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/2022

None

Outstanding principal at 11/30/2022

\$37,857,128

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

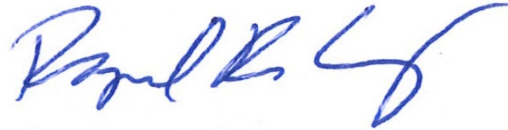
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 10A



CONSENT AGENDA

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 11/30/2022	None
Outstanding principal at 11/30/2022	\$6,890,000

Water Revenue Bonds, 2018

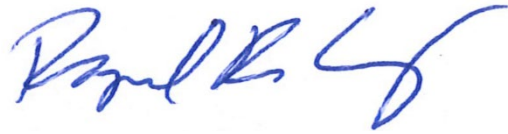
Financing proceeds available for appropriation at 11/30/2022	None
Outstanding principal at 11/30/2022	\$820,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

December 6, 2022

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Utility SCADA Programming And Maintenance

The Water Utility's Supervisory Control And Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

As the SCADA system was installed more than twenty years ago, much of the hardware is outdated as is the software. Staff is preparing to advertise a Request For Proposals (RFP) for On-call SCADA Programming And Maintenance Services to ensure continued operation of the SCADA system.

INFRASTRUCTURE IMPACT

Having an On-call SCADA programming and maintenance contract in place will ensure continued operation of the City's drinking water system. Updated software and hardware will ensure future compatible components are installed, decrease vulnerability to cyber threats, and increase reliability and functionality of the SCADA system.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: December 1, 2022

FOR ITEM NO. 8
PLEASE SEE ITEM NO. 10A

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 10A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10A

December 6, 2022

CONSENT AGENDA

Minutes of the November 1 and November 15, 2022 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of November 1, 2022
- Special City Council Meeting of November 15, 2022
- Regular City Council Meeting of November 15, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. November 1, 2022 Regular Meeting Minutes
2. November 15, 2022 Special Meeting Minutes
3. November 15, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

November 1, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Martin, Mora, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: Councilmember/Director Sarno.

3. **INVOCATION**

Council Member Mora led the invocation.

4. **VETERAN'S DAY CEREMONY**

Student Leslie Cisneros led the Pledge of Allegiance.

Mayor Rodriguez recessed the meeting at 6:03 p.m.

Mayor Rodriguez reconvened the meeting at 6:25 p.m.

5. **PRESENTATIONS**

- a. Introduction of Newly Promoted Community Services Employee (Community Services)
- b. Introduction of Fire-Rescue Presentation of the New Resident and Business Community Application "Community Connect" (Fire)
- c. Introduction of New Santa Fe Springs Public Works Department Employees – Engineering Division (Public Works)

6. **PUBLIC COMMENTS**

- The following individuals spoke during public comment: Bruce Crow, Tim Nally, Janie Aguirre, Lee Squire, Isabel Cervantes, and Frank Heldman (via Zoom).

HOUSING SUCCESSOR

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the October 4, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Council Member Martin, seconded by Councilmember Mora, to approve the minutes as submitted, by the following vote:

Ayes: Martin, Mora, Zamora, Rodríguez

Nayes: None

Absent: Sarno

SUCCESSOR AGENCY

8. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the October 4, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Martin, Mora, Zamora, Rodríguez

Nayes: None

Absent: Sarno

CITY COUNCIL

9. CONSENT AGENDA

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

- a. Minutes of the October 4, 2022 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9827:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9828:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Approve Two (2) Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant (Community Services)

Recommendation:

- Approve and Authorize the Director of Community Services to Sign the Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant.

- e. Award Bid to Hi-Way Safety for the Purchase of Two (2) Portable Digital Traffic Message Board Trailers (Finance)

Recommendation:

- Award bid to Hi-Way Safety for the purchase of two portable traffic message board trailers; and
- Appropriate \$3,425 from the General Fund Contingency Reserve to fully fund this purchase; and
- Authorize the Director of Purchasing Services to generate a purchase order to Hi-Way Safety in the amount of \$38,424.17.

- f. Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2022 (Finance)

Recommendation:

- Receive and file the report.

- g. 2023 5K Fun Run/Walk Traffic Control Plans – Request for Approval (Public Works)

Recommendation:

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2023 5K Fun Run/Walk route on Saturday, March 11, 2023.

- h. Authorize a Change Order for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment for the Department of Fire-Rescue (Fire)

Recommendation:

- Authorize the Department of Fire-Rescue to Authorize a Change Order Form for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment; and
- Appropriate \$31,148 from the general equipment replacement fund to fully fund this change order; and
- Authorize the Director of Purchasing Services to issue a purchase order change order in the amount \$31,148 to Boise Mobile Equipment.

It was moved by Mayor Pro Tem Zamora, seconded by Council Member Martin, to approve Items No. 9A through 9H by the following vote:

Ayes: Martin, Mora, Zamora, Rodriguez

Nays: None

Absent: Sarno

OLD BUSINESS

10. Santa Fe Springs Aquatic Center Community Feedback (Community Services)

Recommendation:

- Receive and file the report.

Parks and Recreation Services Manager, Gus Hernandez provided a brief report regarding community feedback on the aquatic center. His visual PowerPoint listed survey engagement efforts and results of the conducted survey.

There was a council consensus to receive and file the report.

NEW BUSINESS

11. Design of Aquatic Center – Award of Contract

Recommendation:

- Award a Contract to HED from Los Angeles, California for the Design of the Aquatic Center for an amount not to exceed \$1,052,400; and
- Authorize the Mayor to execute the Professional Services Agreement with Harley Ellis Devereaux (HED).

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 11. He discussed the RFP and the details of what is being requested, including project and cost details. The company, HED was recommended for the design of the Aquatic Center.

Mayor Pro Tem Zamora requested to add in liability costs for the different alternatives proposed. City Manager, Raymond R. Cruz noted that whenever there is a water park structure the cost for liability is assumed to be obtained, along with additional staffing costs.

Council Member Martin inquired if the city would increase the aquatic center's operational months from 3 to 6 months or more. Director Negrete responded it was something for the council to consider and that he would recommend to operate for longer throughout the year. Additional operational costs will be considered at a future study session.

Council Member Mora inquired about the difference between the baseline cost and total design cost. Director Negrete discussed that the baseline is the cost before extra designs are added to the project.

Mayor Pro Tem Zamora inquired when the study session is scheduled for. Director Negrete stated there is no date determined yet.

Mayor Rodriguez inquired when the designs will be returned. Director Negrete stated designs could be brought to Council within a year.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Zamora, to award a contract to HED from Los Angeles, California for the design of the aquatic center for an amount not to exceed \$1,052,400, and authorize the Mayor to execute the Professional Services Agreement with HED, by the following vote:

Ayes: Martin, Mora, Zamora, Rodríguez
Nayes: None
Absent: Sarno

12. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke in regards to the Santa Fe Springs Employees' Halloween party that took place on October 31st.
- City Clerk, Janet Martinez spoke about the City's election and the advisory committee vacancies.
- Director of Public Works, Noe Negrete spoke about the Catch Basin Maintenance, the Santa Fe Springs Park Parking Lot Improvement Project, and the Los Nietos Park Playground Project.
- Director of Planning, Wayne Morrell spoke about the scarecrow contest and Amazon's top selling Halloween costumes.
- Director of Police Services, Dino Torres spoke about the Red Ribbon Parade.
- Chief of Police, Brent Hayward had nothing to report.
- Director of Finance, Travis Hickey provided an update on the Finance Dept. completed renovation project.
- Director of Community Services, Maricela Balderas recognized the Red Ribbon Week Parade. She also spoke about the City's Halloween event and thanked the Parks and Recreation staff. She spoke about the Library's Lantern Tour event and promoted the Thanksgiving Food Giveaway Program. Lastly, she addressed the library's new fine free policy and grants awarded from the State.

13. COUNCIL COMMENTS

Council Member Martin expressed her content to have the City's programs back that existed before Covid-19, and recognized the City's Halloween Event. She also encouraged everyone to go vote.

Council Member Mora thanked the Fire Chief for his department's work in starting the Santa Fe Springs Community Connect app. He spoke about a new business that offers tumbling for youth in the city. He recognized the Red Ribbon Parade and Director Negrete for his work on the water board. Lastly, he expressed gratitude for the veterans.

Mayor Pro Tem Zamora recognized the Fire Chief on the app implementation, and welcomed the City's new employees. He also acknowledged the Red Ribbon parade and the Halloween Event's success. Lastly, he recognized the veterans.

Mayor Rodriguez congratulated the new employees. She thanked the 3rd grade students who toured city hall. She then commented on Red Ribbon week and thanked the veterans.

14. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:54 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

November 15, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 5:01 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Martin, Mora, Sarno, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

CITY COUNCIL

CLOSED SESSION

4. **PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

CLOSED SESSION

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264

CLOSED SESSION

6. **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code section 54957.6)

Agency designated representatives: Raymond R. Cruz, Travis Hickey

Employee organizations: Santa Fe Springs City Employee Association, Santa Fe Springs Firefighters Association, and Santa Fe Springs Executive Management and Confidential Employee Association.

Mayor Rodriguez recessed the meeting at 5:03 p.m.

Mayor Rodriguez convened the meeting at 6:02 p.m.

City Attorney, Ivy M. Tsai provided a closed session report: Item No 5 was completed, direction was given to staff and no reportable action was taken. Item Nos. 4 and 6 will be continued towards the end of the 6:00 p.m. regular meeting.

7. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 6:02 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

November 15, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:02 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Martin, Mora, Sarno, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

3. **INVOCATION**

Councilmember Sarno led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Youth Leadership Committee member Aaron Doss led the pledge of allegiance.

5. **PRESENTATIONS**

- a. Milestone Recognition (City Manager)
- b. Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion Chief (Fire)

6. **PUBLIC COMMENTS**

The following individuals spoke during public comment: Bruce Crow and Stella Bastida.

PUBLIC FINANCING AUTHORITY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

- a. Minutes of the October 18, 2022 Public Financing Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)
Recommendation:
 - Receive and file the report.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to approve Items 7A and 7B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None
Absent: None

WATER UTILITY AUTHORITY

8. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

- a. Minutes of the October 18, 2022 Water Utility Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)
Recommendation:
 - Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects (Public Works)
Recommendation:
 - Receive and file the report.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve Items 8A through 8C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez
Nayes: None
Absent: None

HOUSING SUCCESSOR

9. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the October 18, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez
Nayes: None
Absent: None

SUCCESSOR AGENCY

10. CONSENT AGENDA

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

Successor Agency.

Minutes of the October 18, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Mora, seconded by Councilmember Martin, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

CITY COUNCIL

11. CONSENT AGENDA

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

a. Minutes of the October 18, 2022 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9829:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9830:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

d. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2021-22 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2021-22.

e. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) – Annual Special Tax Levy Report for Fiscal Year 2021-22 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2021-22.
- f. Measure R Funding Agreement with Los Angeles County Metropolitan Transportation Authority – Amendment No. 3 (Public Works)
Recommendation:
- Approve Amendment No. 3 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements; and
 - Authorize the City Manager to execute Amendment No. 3.
- g. Santa Fe Springs Park – Authorization to Execute Southern California Edison License Agreement (Public Works)
Recommendation:
- Authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

It was moved by Councilmember Sarno, seconded by Councilmember Mora, to approve Items No. 11A through 11G, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

NEW BUSINESS

12. Home Improvement Grant Program – Award of Contract (City Manager)

Recommendation:

- Accept the proposal from Willdan Engineering (Willdan); and
- Award a Contract to Willdan to implement and manage the City's Home Improvement Grant Program in an amount not to exceed \$30,800; and
- Authorize the Mayor or designee to execute a Professional Services Agreement with Willdan.

Municipal Affairs Manager, Maribel Garcia provided a brief presentation on Item No. 12. Manager Garcia added that applicants must occupy the house that they would like the assistance to apply towards. Willdan Engineering and Yvonne Pedraza-Mendoza from the Community Services Department will oversee the application system which will be processed on a first come, first serve basis.

Councilmember Mora asked why only Willdan Engineering submitted a proposal. Manager Garcia stated that the other companies that typically submit proposals for similar projects are either understaffed or working on other projects.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to accept the proposal from Willdan Engineering (Willdan), award a Contract to Willdan to implement and manage the City's Home Improvement Grant Program in an amount not to exceed \$30,800, and authorize the Mayor or designee to execute a Professional Services Agreement with Willdan, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

13. Fiscal Year (FY) 2021-22 Preliminary Year-End Review (Finance)

Recommendation:

- Authorize the transfer of \$16.6 million from the FY 2021-22 increase in available General Fund balance to the following reserves and/or funds:
 - \$8.0 million of available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
 - \$6.0 million of available balance to the Capital Improvement Program (CIP) Fund
 - \$1.0 million of available balance to the Equipment Replacement Fund
 - \$1.6 million of available balance to the Economic Contingency Reserve
- Authorize the transfer of \$2.4 million from the FY 2021-22 increase in available Water Fund balance to the Water CIP Reserve Fund.

Director of Finance, Travis Hickey provided a presentation on Item No. 13.

Councilmember Sarno requested the City remove \$3 million from the \$8 million of the unfunded liability reserve and set it aside for the pool renovation project. Council unanimously agreed with the request by Councilmember Sarno.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to authorize the transfer of \$16.6 million from the FY 2021-22 increase in available General Fund balance to the following reserves and/or funds:

- \$5.0 million of available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
- \$3.0 million in a separate fund for the pool renovation project.
- \$6.0 million of available balance to the Capital Improvement Program (CIP) Fund
- \$1.0 million of available balance to the Equipment Replacement Fund
- \$1.6 million of available balance to the Economic Contingency Reserve

and authorize the transfer of \$2.4 million from the FY 2021-22 increase in available Water Fund balance to the Water CIP Reserve Fund, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz had nothing to report.
- Water Utility Services Manager, Jesse Sira spoke about the newly implemented I-5 Freeway Ramp Shields on Florence Avenue. He also spoke about the replacement of the New Civic Center Plaza Lights and Wayfinding signs around the Civic Center.
- Mayor Pro Tem Zamora inquired about installing signage on Pioneer Boulevard emphasizing the weight restrictions for large vehicles.

- Director of Planning, Wayne M. Morrell spoke about the grants obtained for the City by JWA Urban Consultants, Inc. Lastly, he called upon Assistant Planner, Jimmy Wong to provide information on the Accessory Dwelling Unit (ADU) Project.
- Director of Police Services, Dino Torres spoke about the Emergency Management Training on November 10th.
- Fire Chief, Brent Hayward spoke about the Fire-Rescue Department's support during Breast Cancer Awareness Month, and also promoted the department's participation in "Mo-vember". Lastly, he spoke about the Rio Hondo College Career Day at Santa Fe High School.
- Director of Finance, Travis Hickey spoke about scheduled Network Upgrades affecting City services from December 2nd until December 4th.
- Director of Community Services, Maricela Balderas provided information on upcoming events such as the Tree Lighting Ceremony on December 3rd, the Santa Float Schedule, and the Neighborly Elf Christmas Basket Program. Lastly, she announced that the Library's First Friday Event will be on December 2nd at 7:00 p.m.

15. COUNCIL COMMENTS

Councilmember Martin congratulated the Arias family on their wedding anniversary and congratulated the newly promoted Battalion Chief, Chris Shields.

Councilmember Mora also congratulated the Arias family and Battalion Chief Shields. He spoke about attending a ribbon cutting event hosted by the Chamber of Commerce, and also highlighted the "Meet the Mentor" event he attended also hosted by the Chamber. He wished everyone in attendance a Happy Thanksgiving.

Councilmember Sarno also congratulated the Arias family and Battalion Chief Shields. He inquired about obtaining a concession stand at the former Tierra Mia location inside the City Library. Director Balderas responded that there are ongoing plans to house a passport service center at the former Tierra Mia location. He asked about looking into creating a community area where residents can promote their cooking and creative talents, and wished everyone a great week.

Mayor Pro Tem Zamora congratulated the Arias family on their milestone and also congratulated Battalion Chief Shields. He wished everyone a Happy Thanksgiving.

Mayor Rodriguez spoke about attending the Los Nietos Middle School STEAM Academy ESports Classroom Grand Opening and also spoke about attending the "Meet the Mentor" event with Councilmember Mora. She congratulated Battalion Chief Shields and thanked Whittier Police Department for their constant updates. She congratulated the Arias family and wished everyone in attendance a Happy Thanksgiving.

CLOSED SESSION (continued from 5:00 p.m. special meeting)

16. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

CLOSED SESSION

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264

CLOSED SESSION

18. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code section 54957.6)

Agency designated representatives: Raymond R. Cruz, Travis Hickey

Employee organizations: Santa Fe Springs City Employee Association, Santa Fe Springs Firefighters Association, and Santa Fe Springs Executive Management and Confidential Employee Association.

Mayor Rodriguez recessed the meeting at 7:17 p.m.

Mayor Rodriguez convened the meeting at 8:03 p.m.

City Attorney, Ivy M. Tsai provided a closed session report: Direction was given to staff and no reportable action was taken.

19. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 8:03 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

December 6, 2022

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9834:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9834

RESOLUTION NO. 9834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 6th day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

December 6, 2022

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9835:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

December 6, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9835

RESOLUTION NO. 9835

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

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

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED:
ITEM NO.:

APPROVED and ADOPTED this 6th day of December 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10D

December 6, 2022

CONSENT AGENDA

Santa Fe Springs Park Parking Lot Improvements – Final Payment

RECOMMENDATION

- Approve the Final Payment to E.C. Construction of South El Monte, California, for \$23,040.29 (Less 5% Retention) for the subject project.

BACKGROUND

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the California Natural Resources Agency to process the collection of grant funding related to the various park improvement projects.

On May 3, 2022, the City Council awarded a contract to E.C. Construction of South El Monte, California, in the amount of \$580,938.50 for the Santa Fe Springs Park Parking Lot Improvements project. The general items of work include expanding the existing parking lot on the north side to provide more parking and reconstructing the existing asphalt pavement. Additionally, the project includes new curbs, sidewalk paths to the existing picnic shelter, and LED lighting. The existing parking lot count has 65 regular parking stalls and 2 ADA parking stalls. The proposed improvements created an additional 34 regular parking stalls, and 2 more ADA compliant parking stalls.

FISCAL IMPACT

The following payment detail represents the Final Payment (less 5% Retention) due, per terms of the contract, for the work that has been completed and found to be satisfactory.

The total project cost breakdown is as follows:

ITEM		AMOUNT
Construction	\$	673,000
Design	\$	79,000
Engineering	\$	28,000
Inspection	\$	40,000
Total Project Cost:		\$ 820,000

PROJECT FUNDING

		AMOUNT
California Natural Resources Agency Grant Fund	\$	(482,750)
UUT Capital Improvement Fund	\$	(337,250)
Total Funding:		\$ 820,000

The Total project cost, including construction, design, engineering, and inspection is approximately \$820,000. The project has sufficient funds and the City will be

Report Submitted By:

Noe Negrete

Director of Public Works

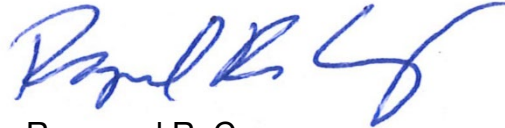
A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name and title.

Date of Report: December 1, 2022

reimbursed via the California Natural Resources Grant Fund in the amount of \$482,750.

INFRASTRUCTURE IMPACT

The Santa Fe Springs Park Parking Lot Improvements project will improve the condition of the existing parking lot pavement, enhance traffic circulation, provide better lighting, and provide additional parking stalls.



Raymond R. Cruz
City Manager

Attachments:

1. Final Payment Detail

Payment Detail:

Contractor: E.C. Construction

Final Payment: \$ 21,888.28

SANTA FE SPRINGS PARK PARKING LOT IMPROVEMENTS

2213 Chico Ave

South El Monte, CA 91733

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Mobilization.	1	LS	\$ 1,500.00	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00
2.	Construction Survey & Monumentation Perpetuation.	1	LS	\$ 16,000.00	\$ 16,000.00	0%	\$ -	100%	\$ 16,000.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	LS	\$ 1,500.00	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00
4.	Traffic and Pedestrian Control.	1	LS	\$ 1,500.00	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00
5.	Clearing and Grubbing.	1	LS	\$ 1,000.00	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00
6.	Reset Misaligned Curb with Epoxy.	35	LF	\$ 20.00	\$ 700.00	0	\$ -	30	\$ 600.00
7.	Remove and Dispose of Existing Metal Back Stop.	1	EA	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00
8.	Remove and Dispose of Existing Sign.	1	EA	\$ 100.00	\$ 100.00	0	\$ -	1	\$ 100.00
9.	Remove and Dispose of Existing Pull Box.	4	EA	\$ 75.00	\$ 300.00	0	\$ -	4	\$ 300.00
10.	Remove and Dispose of Existing Removable Bollards.	5	EA	\$ 150.00	\$ 750.00	0	\$ -	5	\$ 750.00
11.	Remove and Dispose of Existing Curb.	570	LF	\$ 4.85	\$ 2,764.50	0	\$ -	1210	\$ 5,868.50
12.	Remove and Dispose of Existing Concrete Pavement.	330	SF	\$ 3.00	\$ 990.00	0	\$ -	392	\$ 1,176.00
13.	Pulverize and Relocate Existing 2" AC Pavement and 5" Base and Stock Pile To Be Used as CMB.	19,600	SF	\$ 0.40	\$ 7,840.00	0	\$ -	19,600	\$ 7,840.00
14.	Remove Existing Landscaping Subgrade to 9" Below Finished Surface. Rework 8" of Native Soil Subgrade to 95% Compaction.	14,285	SF	\$ 3.05	\$ 43,569.25	0	\$ -	14,285	\$ 43,569.25
15.	Remove Existing Tree and Roots (8" to 12" Trunk Diameter).	2	EA	\$ 225.00	\$ 450.00	0	\$ -	3	\$ 675.00
16.	Remove Existing Tree and Roots (13" to 24" Trunk Diameter).	7	EA	\$ 735.00	\$ 5,145.00	0	\$ -	5	\$ 3,675.00
17.	Remove Existing Tree and Roots (Greater than 24" Trunk Diameter).	1	EA	\$ 3,350.00	\$ 3,350.00	0	\$ -	2	\$ 6,700.00
18.	Construct Asphalt Concrete Pavement (3" Depth).	630	TON	\$ 109.42	\$ 68,934.60	0	\$ -	659	\$ 72,107.78
19.	Place Crushed Aggregate Base / Crushed Miscellaneous Base (6" depth) from Import.	205	CY	\$ 114.88	\$ 23,550.40	0	\$ -	432	\$ 49,628.16
20.	Place Crushed Aggregate Base / Crushed Miscellaneous Base (6" depth) from Stock Pile.	420	CY	\$ 63.20	\$ 26,544.00	0	\$ -	420	\$ 26,544.00
21.	Recompact subgrade to 8" Depth.	1	LS	\$ 18,000.00	\$ 18,000.00	0%	\$ -	100%	\$ 18,000.00

Payment Detail:

Contractor: **E.C. Construction**Final Payment: \$ **21,888.28****SANTA FE SPRINGS PARK PARKING LOT IMPROVEMENTS**

2213 Chico Ave

South El Monte, CA 91733

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
22.	Place Type II Slurry Seal with Fiber Reinforcement Over Existing Pavement.	20,660	SF	\$ 1.23	\$ 25,411.80	0	\$ -	20,660	\$ 25,411.80
23.	Construct 4" Thick PCC Sidewalk, Width as Shown on Plan per City Standard Plan No. R-2.1.								
		2,400	SF	\$ 8.00	\$ 19,200.00	0	\$ -	2313	\$ 18,504.00
24.	Construct 6" PCC Curb per City Standard Plan No. R-7 Type B1.	1,075	LF	\$ 44.00	\$ 47,300.00	0	\$ -	1000.5	\$ 44,022.00
25.	Construct 6" PCC Curb and Gutter per City Standard Plan No. R-7 Type B(12").	30	LF	\$ 80.00	\$ 2,400.00	0	\$ -	30.5	\$ 2,440.00
26.	Construct PCC Commercial Driveway per City Standard Plan No. R-6.2, X=3', W=16'.	135	SF	\$ 16.00	\$ 2,160.00	0	\$ -	138	\$ 2,208.00
27.	Construct 6" Concrete Pad over 4" CAB/CMB similar to City Standard Plan R-2.1.	475	SF	\$ 15.00	\$ 7,125.00	0	\$ -	448.5	\$ 6,727.50
28.	Furnish and Install Removable Steel Bollard (Yellow with Pad Lock).	4	EA	\$ 2,345.00	\$ 9,380.00	0	\$ -	6	\$ 14,070.00
29.	Furnish and Install 6 FT Long Concrete Parking Stall Wheel Stop.	30	EA	\$ 87.50	\$ 2,625.00	0	\$ -	30	\$ 2,625.00
30.	Install 2' Wide Truncated Dome Pad per Caltrans Standard Plan A88A.	1	EA	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00
31.	Install 16' Arm Parking Lot Vertical Swing Gate and Construct On New Concrete Foundation.	2	EA	\$ 7,925.00	\$ 15,850.00	0	\$ -	2	\$ 15,850.00
32.	Furnish and Install Street Light Pole with Luminaire, Photo-Voltaic Cell, Foundation, and Pull Box.	8	EA	\$ 5,992.00	\$ 47,936.00	0	\$ -	8	\$ 47,936.00
33.	Furnish and Install Street Light Pole with Double Luminaire, Photo-Voltaic Cell, Foundation, and Pull Box.	1	EA	\$ 8,515.00	\$ 8,515.00	0	\$ -	1	\$ 8,515.00
34.	Furnish and Install 2" PVC SCH 80 Conduit with 2 #8 AWG Conductors, 1 #8 Bare Conductors.	1,020	LF	\$ 35.84	\$ 36,556.80	0	\$ -	835	\$ 29,926.40
35.	Install Conduit into Existing Pull Box.	3	EA	\$ 450.00	\$ 1,350.00	0	\$ -	3	\$ 1,350.00
36.	Abandon Conduit. Remove Existing Conductors.	530	LF	\$ 2.24	\$ 1,187.20	0	\$ -	620	\$ 1,388.80
37.	Install Pull Box per City Standard Plan No. L-6.	13	EA	\$ 840.00	\$ 10,920.00	0	\$ -	16	\$ 13,440.00
38.	Adjust Existing Pull Box to Grade.	1	EA	\$ 730.00	\$ 730.00	0	\$ -	0	\$ -

Payment Detail:

SANTA FE SPRINGS PARK PARKING LOT IMPROVEMENTS

Contractor: E.C. Construction

2213 Chico Ave

South El Monte, CA 91733

Final Payment: \$ 21,888.28

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
39.	Furnish and Install 2" PVC SCH 80 Conduit with Pull Rope for Future Cable.	340	LF	\$ 31.36	\$ 10,662.40	0	\$ -	910	\$ 28,537.60
40.	Remove and Relocate Existing Floodlights.	2	EA	\$ 1,876.00	\$ 3,752.00	0	\$ -	2	\$ 3,752.00
41.	Remove Existing Conductors, Install New #8 AWG Conductors, 1 #8 Bare Conductor.	115	LF	\$ 7.17	\$ 824.55	0	\$ -	200	\$ 1,434.00
42.	Install Pull Box in Existing Conduit Run. Splice New to Old Conductors.	1	EA	\$ 1,065.00	\$ 1,065.00	0	\$ -	1	\$ 1,065.00
43.	Remove and Salvage Existing Electrolier Complete Including Removal and Disposal of Existing Foundation. Abandon Conduit.	2	EA	\$ 2,800.00	\$ 5,600.00	0	\$ -	2	\$ 5,600.00
44.	Furnish and Install Traffic and Parking Signing, Thermoplastic Markings and Striping, Pavement Markers and Repaint Curbs.	1	LS	\$ 12,700.00	\$ 12,700.00	0%	\$ -	100%	\$ 12,700.00
45.	Install ADA Stall Sign.	4	EA	\$ 364.00	\$ 1,456.00	0	\$ -	4	\$ 1,456.00
46.	Install Turf.	12,600	SF	\$ 2.44	\$ 30,744.00	0	\$ -	12,600	\$ 30,744.00
47.	Install/Modify Irrigation.	1	LS	\$ 45,500.00	\$ 45,500.00	0%	\$ -	100%	\$ 45,500.00
48.	Install Perimeter Work Zone Chain Link Fence.	1	LS	\$ 4,500.00	\$ 4,500.00	0%	\$ -	100%	\$ 4,500.00
Contract Total:					\$ 580,938.50		\$ -		\$ 629,736.79

Contract Change Order No. 1				\$ 19,803.62	0%	\$ 19,803.62	100%	\$ 19,803.62
Contract Change Order No. 2				\$ 23,040.29	100%	\$ 23,040.29	100%	\$ 23,040.29

CONTRACT PAYMENTS:

Total Items Completed to Date:	\$	672,580.70
Less 5% Retention:	\$	33,629.03
Progress Payment No. 1:	\$	190,751.55
Progress Payment No. 2:	\$	219,924.15
Progress Payment No. 3:	\$	206,387.69
Final Payment	\$	21,888.28

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
08/31/2022	1	09/07/2022	09/15/2022	\$ 190,751.55	\$ 10,039.56
10/03/2022	2	10/05/2022	10/13/2022	\$ 219,924.15	\$ 11,574.96
10/27/2022	3	11/16/2022	11/23/2022	\$ 206,387.69	\$ 10,862.51
	Final	12/14/2022	12/22/2022	\$ 21,888.28	\$ 1,152.01

	Amount	Account
Finance Please Pay:	\$ 21,888.28	PW200101
5% Retention Completed this Period:	\$ 1,152.01	270010
Recommended by Project Manager:	Robert Garcia	Robert Garcia #2232 11-28-22
Approved by PW Director:	Noe Negrete	#2955 11/29/22



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Resolution No. 9836 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties

RECOMMENDATION:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

BACKGROUND

The State legislature, through the passage of SB 1205, requires the chief of every fire department to conduct annual inspections on all public or private schools, hotel, motel, lodging house, apartment house, and certain residential care facilities (Health and Safety Code 13146.3, 13146.2, 17921(b)).

Beginning on January 1, 2019, every fire department must report on these State mandated annual inspections (Health and Safety Code 13146.4, *Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019*). This report must be in the form of a resolution or other formal document.

Definitions of key terms:

R1 – Residential occupancies with transient (<30 days) occupants

- Boarding houses (transient) no more than 10 occupants
- Congregate residents (transient) no more than 10 occupants
- Hotels, motels

R2 – Residential – Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including apartments

R2.1 – 24-hour living facilities may contain >6 non-ambulatory and/or bedridden clients.

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.
- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment



City of Santa Fe Springs

City Council Meeting

December 6, 2022

R4 – 24-hour living facilities more than six ambulatory clients, but not more than 16 persons; maximum of six non-ambulatory or bedridden clients

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.
- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment

E – Facilities used for educational purposes through the 12th grade.

In order to meet this mandate, the Fire Suppression division assigns annual inspections to Fire Prevention Division staff and to Fire Companies. Inspections are logged into the Department's records management system. In 2022, all R1, R2, R2.1, R4, and E occupancies were inspected, achieving 100% compliance with the State Fire Marshal mandate.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):
Resolution No. 9836

RESOLUTION NO. 9836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE SANTA FE SPRINGS DEPARTMENT OF FIRE-RESCUE REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Santa Fe Springs intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Santa Fe Springs Department of Fire-Rescue compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs that said City Council expressly acknowledges the receipt of the report of compliance of the Santa Fe

Springs Department of Fire-Rescue with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Santa Fe Springs, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Santa Fe Springs, there lie eight (8) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2020, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of eight (8) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Santa Fe Springs, there lie thirty-nine (39) Group R (and their associated sub-categories) occupancies of this nature.

APPROVED:
ITEM NO.:

During calendar year 2022, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of thirty-nine (39) Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

APPROVED and ADOPTED this 6th day of December, 2022 by the following vote:

AYES :

NOES :

ABSENT :

ABSTAIN :

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Approve Grant Agreement between the City of Santa Fe Springs and the California State Library for the Santa Fe Springs (SFS) Grows/Gardening and Sustainability for Developmentally Disabled Adults Project

RECOMMENDATION

- Approve and Authorize the Director of Community Services to Sign the Grant Agreement between the City of Santa Fe Springs and the California State Library for the SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults Project.

BACKGROUND

On October 21, 2022, the Santa Fe Springs Library was awarded \$10,000 in funds from the California State Library for the SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults project. The funds will be used to provide gardening-related programming for developmentally disabled adults as part of a joint program between the three (3) Divisions in the Community Services Department. This grant will also pay to turn a small plot of land behind the Library and between Town Center Hall into a learning space for sustainable gardening and landscaping.

LEGAL REVIEW

The City Attorney has reviewed the Agreement between the City of Santa Fe Springs and California State Library.

FISCAL IMPACT

There is no impact to the General Fund. All costs for equipment, contractual services and staff labor are covered by the grant.

Raymond R. Cruz
City Manager

Attachment:

1. Agreement with California State Library



October 21, 2022

Deborah Raia, Library Services Manager
Santa Fe Springs Library
11700 Telegraph Rd
Santa Fe Springs, CA 90670

Dear Deborah Raia:

We are pleased to approve the grant application for the SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults project for a total of \$10,000 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information and review the following:

LSTA Funds

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

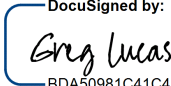
Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov. You are also assigned a LPC for ongoing programmatic support. The LPC assigned to your project is Julianna Robbins and can be reached via email at julianna.robbins@library.ca.gov.

Please stay in touch with your Grant Monitor and LPC throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...
Greg Lucas
California State Librarian

cc:

Julianna Robbins julianna.robbins@library.ca.gov
Michelle Killian michelle.killian@library.ca.gov
Dan Webster federalgrants.fiscal@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9389
File #:	SS-16
IMLS #:	LS-252449-OLS-22
ORGANIZATION:	Santa Fe Springs Library
Project Title:	SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults
Award Amount:	\$10,000

2021/2022 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$8,680
Equipment (\$5,000 or more per unit)	\$
Services	\$1,000
Project Total	\$9,680
Indirect Cost	\$320
Grant Total	\$10,000
Payment Schedule	IN FULL

Start Date:	10/10/2022
End Date:	6/30/2023
This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.	

REPORTING

Financial and program narrative reports are required. All required reporting materials, as well as the Grant Guide, will be located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>). The Grant Guide for this project will list specific reporting due dates. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

PAYMENTS

Please note this clarification regarding payments. If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



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PROJECT SUMMARY

**AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY
and Santa Fe Springs Library for the SFS Grows/Gardening and Sustainability for
Developmentally Disabled Adults
AWARD AGREEMENT NUMBER 40-9389**

This Award Agreement ("Agreement") is entered into on October 10, 2022 by and between the California State Library ("State Library") and Santa Fe Springs Library, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs Library's LSTA-funded SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$10,000 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until August 31, 2023. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on June 30, 2023 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to LSTA California Sustainable Libraries opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
October - December	1 st Quarter Financial Report Due	January 15, 2023
January - March	2 nd Quarter Financial Report Due and Mid Project Program Narrative Report Due	April 15, 2023
April - June	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	July 31, 2023
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	August 31, 2023

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a

minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no

longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2022-2023 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
- d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
- e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
- f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).

3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a

similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Santa Fe Springs Library	California State Library
Deborah Raia	Michelle Killian
11700 Telegraph Rd	900 N Street
Santa Fe Springs, CA, 90670	Sacramento, CA 95814
562-868-7738	916-603-6706
deborahraia@santafesprings.org	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the

State's obligation to make payments to the Subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Subrecipient's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

20. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

21. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
- b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
- c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant or contract under this award; and

- b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.

30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$10,000 and shall be expended/encumbered in the designated award period.

During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its

books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

35. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
- f. Payment will be made only to the Subrecipient.

- g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements,

Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of

materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- In Process*
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. In-full payments are typically made for awards totaling \$20,000 or less.
 - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
 - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
 - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

- \$10,000 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

51. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records

and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

- b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written

request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs.

Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact the LSTA Grant Email at LSTAGrants@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

1. **ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
2. **ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
3. **ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations:
[Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

In Process



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$10,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.
9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
 - d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
 - e. The requirements of any other nondiscrimination statute(s) which may apply.
10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. FEDERAL DEBT STATUS: Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency,

Member of the Legislature, an officer or employee of the Legislature, or an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. LSTA AWARD REQUIREMENTS: I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. CIPA CERTIFICATION: The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- ☐ An individual applicant that is CIPA compliant
- ☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant

☐ Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.

18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.

20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	Address:
Authorized Representative	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature: <div> <div>DocuSigned by:</div> <div>Greg Lucas</div> <div>BDA50981C41C416...</div> </div>	Date: 11/6/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

**CALIFORNIA STATE LIBRARY
LIBRARY SERVICES & TECHNOLOGY ACT****FINANCIAL CLAIM
PAYMENT IN FULL****Grant Award #:** 40-9388**Date:****Invoice #:** 40-9388-01**PO #:****Payee Name:** Santa Fe Springs City Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$10,000.00**Type of Payment:**

Payable Upon Execution of Agreement

☐ PROGRESS**Grantee Name:** Santa Fe Springs Library☐ FINAL

(Name on Award Letter and Agreement)

☒ IN FULL**Project Title:** SFS Grows/Gardening and Sustainability for☐ AUGMENT

Developmentally Disabled Adults

For Period From: upon execution to end of grant period**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:
federalgrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – Federally Funded Programs
PO Box 942837
Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

FAIN: LS-252449-0LS-22
ENACTMENT YEAR: 2022
PURCHASING AUTHORITY NUMBER: CSL-6120
ACCOUNT: 5432000

ITEM NO: 6120-211-0890, Chapter 43, Statutes of 2022
REPORTING STRUCTURE: 61202000
BUDGET PROGRAM: 5312

By

(State Library Representative)

Date

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification*****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.*****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10G

December 6, 2022

CONSENT AGENDA

Approval of the Comprehensive Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association and the Santa Fe Springs Firefighters Association

RECOMMENDATION

- Approve the comprehensive Fiscal Year 2021-2024 MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association and the Santa Fe Springs Firefighters Association.

BACKGROUND

At the June 29, 2021 and July 8, 2021 City Council Meetings, the City entered into a three year labor agreement with the Santa Fe Springs City Employees' Association (SFSCEA) and the Santa Fe Springs Firefighters Association (SFSFA).

Following the approval of the agreement, representatives for the City and the SFSCEA and SFSFA, have been working on contract language updates, which have caused delays in the submission for approval of the finalized MOU.

City staff has finalized the MOU's with the both bargaining groups. Attached for your approval are the comprehensive MOU's for FY 2021-2024.

FISCAL IMPACT

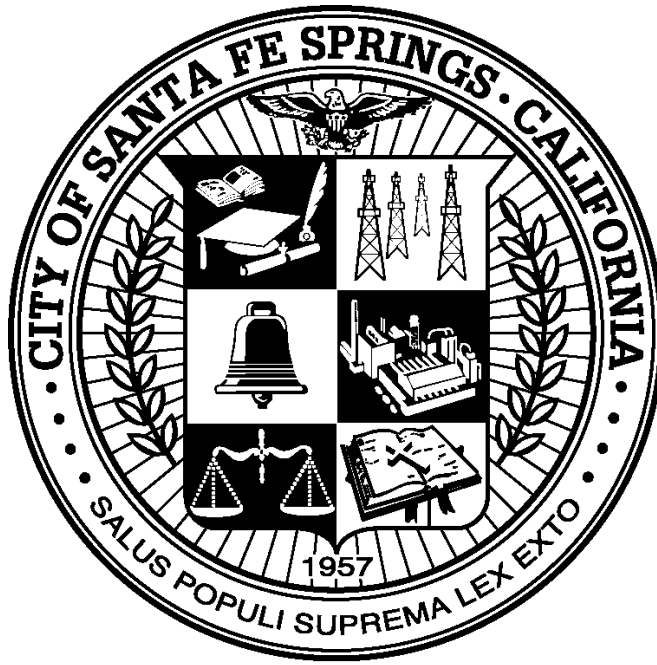
The cost associated with the agreement, has been appropriated through the FY 2021-2022 and FY 2022-2023 budget process.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. MOU Between the City of Santa Fe Springs and the SFSCEA
2. MOU Between the City of Santa Fe Springs and the SFSFA



MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 2021 - June 30, 2024

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Preamble

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City and its representatives and the general employees covered under this MOU and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

Article I. **Recognition and Rights**

Section 1. Representation and Duration

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2021 and June 30, 2024.

Section 2. Recognition

Pursuant to the provisions of City Council Resolution No. 3005, the City recognizes the Association as the exclusive bargaining representative with regards to the meet and confer process relating to wages, hours and other terms and conditions of employment contained in this MOU. The job titles represented by the Association are those identified in Appendix A. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500, et.seq.

Section 3. Release Time

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be granted release time. Association Board members will be granted reasonable time off without loss of pay but for not more than two days at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences and training sessions. Approval by the City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

Section 4. Labor Relations Committee

A Labor Relations Committee composed of City and Association representatives will meet quarterly to discuss workplace issues regarding wages, hours and working conditions or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9 MOU 2007-2009)

Section 5. Association Dues Deduction

The City shall deduct from each paycheck of unit employees the regular [periodic] membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association. Such deductions shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

The City shall remit the total amount of deductions to the Association within thirty (30) days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of fifteen (15) days prior to change to accommodate changes to payroll.

The Association shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Section 6. Bulletin Board Space

The Association will be permitted to maintain areas accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

Section 7. New Employee Orientation/Employee Information

New Employee Orientation

City will provide the Association with 10 calendar days advanced notice of all new employee orientations within the bargaining unit, unless it is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. If such a case arises, the City will provide as much notice as possible to the Association, or make other arrangements for the Association to meet with the new employee. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the Human Resources orientation. When selecting its representative, the Association will make reasonable efforts to **minimize disruption to**

the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

Employee Information

The City will provide the employee information it has on file in compliance with AB119 (name, job, title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address) for all new hires within the bargaining unit within 30 days of hire, as well as for all employees represented by the Association at least twice per year and an additional one time per year upon the Association's request.

Notwithstanding the foregoing, pursuant to Government Code §3358 (in AB 119), an employee may opt out via written request to the City (copy to the Association) to direct the City to withhold disclosure of the employee's personal information: home address, home and personal cellular telephone numbers, and personal email addresses.

City may notify employee of the ability to opt out of disclosing personal information to the Association.

Article II. **Management Rights**

Section 1. General Provision

The exclusive rights of the City include, but are not limited to, the right to determine the mission of its constituent departments, divisions or commissions and boards; set standards of service and municipal fees and charges; determine the procedures and standards of selection for employment, assignment, transfer and promotions; direct its employees; take disciplinary actions; relieve its employees from duty for legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work. The City is in no way precluded from seeking alternative ways of providing services if the City Council deems it is in the City's best interest to do so.

The parties recognize that there are existing ordinances, resolutions and policies relating to benefits and other conditions of employment and the same are not affected by this Agreement except as provided herein. The City agrees not to reduce or abridge the level of supplemental benefits currently available to all represented employees during the term of this Agreement without mutual consent.

The parties hereto recognize that the City shall and will retain the exclusive right to manage and direct the performance of City services and work force performing such services. The City and Association agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City as set forth in Section 6 of Resolution No. 3005 of the Santa Fe Springs City Council and such section is hereby incorporated by this reference and made part hereof as though set forth in full. (*Resolution No. 3005, PPPM 7-1 and 7-2*)

Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted or dismissed whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution and appropriate Personnel Policy & Procedure. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants, the City Manager may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by their Department Head a maximum of three days without the approval of the City Manager or with the approval of the City Manager for a period not to exceed 30 calendar days for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1*)

Section 3. Re-Opener

If state or federal law is adopted or documented evidence such as the passage of the California State budget indicates a significant change in the City's financial conditions which adversely affects the City's capability to meet the terms of this agreement, any part of the total agreement can be opened to the meet and confer process during the term of this agreement.

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2021, and the City of Santa Fe Springs, through its representatives, shall

not be required to meet and confer as to any such request.

Article III.

Work Period, Hours and Staffing

Section 1. Work Period

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the City Manager, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. (*Res. # 5969, IX.1 and IX.2; PPPM 6-1.1*)

Section 2. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs and with approval from the City Manager, the employee will report to work for the remainder of the shift in a modified duty capacity. The City has the right to revert the employee to a traditional 5/40 schedule during the time the employee is on modified duty. A request to work a 4/10 or 9/80 work schedule or another schedule may be approved by the City at its sole discretion, until the industrial medical provider returns the employee to regular duty. (*PPPM 5-10. 2*)

The same procedure shall be followed to schedule modified duty for employees whose medical status change, such as from "unable to return to duty" to "able to return to modified duty" as determined by the industrial medical provider.

At the sole discretion of the City, modified duty may be available for employees whose temporary restrictions, as certified by a medical provider, can be accommodated by the City. Priority will be given to those employees whose injuries are industrial. The City's decision to provide modified duty is final and is not subject to appeal.

Article IV.

Wages and Compensation

Section 1. Pay Plan

All employees will be paid on a bi-weekly basis. Payroll checks will be made available to employees on the Thursday following the completion of each bi-weekly period. In the event that a payday falls on a holiday, payroll checks may be made available on the first day preceding the holiday. Direct deposit is also available to all employees. The City will directly deposit the payroll check into the employee's savings or checking account. Funds are normally available on Friday morning. (*Res. #5969, IV.13, PPPM 2-1.1*)

Section 2. Wages

The City and the Employees Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, 2021, a four percent (4%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2022 -
 - a. a three percent (3%) cost of living adjustment (COLA).
 - b. a one percent (1%) additional cost of living adjustment (COLA), based on a contract amendment approved on June 21, 2022.
3. Effective the pay period that includes July 1, 2023, a three percent (3%) cost of living adjustment (COLA).

Merit Salary Adjustment:

Upon recommendation of the Department Director that an employee's performance has been above average, an employee receiving less than the maximum rate of base pay within the assigned range for the classification may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months service each in Steps A and in Step B and 1 year service each in Steps C and D. (PPPM 2-2.1b)

Section 3. Special Assignment Pay - Bilingual

Bilingual pay may be paid to positions where the need to speak in another language is deemed useful by the City. To receive compensation, employees must pass a testing process as determined by the Human Resources Office. Compensation is granted at the level needed for the position and as designated:

		Full-Time	Hourly/ Benefited	Tests
Level 1	ability to speak and understand basic Spanish	\$100/month	\$50/month	Oral test every 2 years
Level 2	ability to speak and understand Spanish fluently	\$175/month	\$90/month	Oral test every 4 years
Level 3	ability to speak, understand, read, write and translate Spanish fluently	\$250/month	\$125/month	Oral and written test every 4 years

The City shall maintain an approved list of positions recognized by the City to receive bilingual pay. Approval of the incentive pay and the number of employees who receive

this incentive pay are at the sole discretion of the City and are not subject to appeal. (PPPM 2-2.5c)

Section 4. Excellence in Performance Pay

The City Manager may approve a 5½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (PPPM 2-2.3, 2.21c)

Section 5. Longevity Pay

Full-time Association represented employees are entitled to the following longevity increments: 2% at 15 years of service, 2% at 20 years of service; 3% at 25 years of service for a total cumulative rate of 7% at 25 years of service.

Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of hourly/part-time service.

Longevity calculations for those hired into a full-time position after July 1, 2019, will be based on continuous full-time years of service only.

Section 7. Overtime Compensation

When necessary to perform essential work, Department Directors, Managers or Supervisors may require employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1½) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to all designated non-exempt positions. The maximum number of hours worked per work period paid at the regular rate shall be 40 hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 2 hours overtime on Monday, the employee may take 2 hours off before the end of the work week. For the purpose of overtime calculations, furlough hours will be considered hours worked. (PPPM 2-2.9a)

Section 8. Standby Compensation

An employee required to be available for emergency service between the end of their work day and the beginning of the next work day will be paid \$35.00 for each standby period. They must be available for immediate response to a telephone call or a page. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. (80-81, 99-01, 05-06 MOU; PPPM 2-2.10a)

Effective July 1, 2020, an employee required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of

any leave other than Holiday leave) will be paid \$70.00 for each day they are required to be on standby.

Section 9. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, will be paid at time and one-half (1½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (PPPM 2-2.11)

Section 10. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City agrees to match employee contributions into their deferred compensation plan (for a maximum of 3%). The match will be at a rate of 2:1. To receive the City's maximum 3% match, the employee must contribute 1.5%. Employee contributions less than 1.5% are matched by the City at a proportional 2:1 ratio.

Specifics concerning program application and investment options change periodically. The most current information can be obtained from the Human Resources Office. (86-87, 88-89, 89-90, 90-91, 05-07 MOU, PPPM 2-5.1)

Section 11. Commercial Driver's License

The City shall pay a monthly \$100 pay differential to fifteen (15) Public Works Maintenance Division employees who possess and maintain a valid California Commercial driver's license. This pay differential will not be given to those in positions where a Commercial driver's license is a required minimum qualification for the position. (PPPM 2-2.5k rev 5/25/06)

Section Backflow Tester Certification

Employees with the Los Angeles County Certified Backflow Tester Certification shall receive 5.5% of their regular pay per month. Employees shall immediately notify their supervisor if they have lost their certification for any reason. The Director of Public Works has the authority to designate the number of personnel to receive the certification pay.

Section 12. Cost of Living Data

The parties will use the March to March Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area for purposes of cost of living analysis.

Article V. **Retirement Benefits**

California Public Employee's Retirement System (CalPERS) Coverage. All full-time employees covered by this MOU shall participate in the CALPERS retirement plan.

Section 1. For employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 2.7% @ age 55 retirement formula.

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Cost Share - The employee's eight percent (8%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution (EPMC). The value of the EPMC is reported as special EPMC compensation (Government Code Section 20516).
4. Employee Contribution – Full-time employees contribute eight percent (8%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
8. Military Service Credit as Public Service (Government Code Section 21024).
9. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
10. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in

final compensation.

11. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
12. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
13. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 2. For employees hired between November 19, 2012 and December 31, 2012 (Tier 2), the City shall provide the CalPERS 2% @ age 55 retirement formula.

The City shall continue to provide CalPERS Tier 2 Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the seven percent (7%) member contribution.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 3. For employees hired on or after January 1, 2013 and meeting the definition of "New Member" set forth in Government Code 7522.02(c), shall be eligible for the retirement plan pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with

PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Local Miscellaneous Members (Government Code Section 7522.20).
2. To be eligible for service retirement, you must be at least age 52 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037).
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 4. Sick Leave Credit

Full-time general employees shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement "Sick Leave Credit" benefit upon the employee's retirement. (*PPPM 5-11.2*)

Section 5. Hourly Benefited Employees

In accordance with the Federal Omnibus Budget act of 1990, Section 3121 (b)(7)(F), 7.5% of qualified salary is deposited in a retirement plan for hourly benefited employees. The terms and conditions for withdrawal of these funds shall be as set forth in the existing plan and as permitted by IRS Code Section 457.

The City makes a 3.75% contribution based upon gross earnings towards this plan. Hourly employees may contribute the maximum allowable under IRS regulations or a minimum of 3.75% of their gross earnings. The retirement plan used by the City is a defined contribution plan which means that an employee is fully vested and may withdraw all

funds, including interest earnings, upon separation. (PPPM 2-4.1)

Article VI.

Health and Other Insurance Benefits

Section 1. Health Insurance

Full-Time Employees:

The City contracts with the California Public Employees' Retirement System (CalPERS) for employee, spouse, registered domestic partner and dependent health insurance benefits. An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

Effective January 1, 2021, the City's maximum contribution for medical insurance will be capped at \$1,650 per month.

Effective January 1, 2022; January 1, 2023; January 1, 2024 only, the City's medical contribution cap will be adjusted, up or down, to match the Kaiser (Region 3 for Los Angeles County) family rate to reimburse Association represented employees and their eligible dependents for medical insurance premiums. The 2022 Kaiser family rate is \$1,871.43 per month.

Hourly Benefited Employees:

The City contracts with Kaiser Permanente for hourly benefited employee, spouse, registered domestic partner and dependent HMO health insurance benefits. An open enrollment period is held annually in the fall, to permit employees to change plans and add/delete dependents.

The City's maximum contribution for medical insurance is capped at the Kaiser Traditional HMO 2 party plan, effective, January 1, 2021, the rate is \$1,254.68 per month; effective January 1, 2022, the rate is \$1,254.68.

Retiree Medical:

An employee who is vested in CalPERS and retires from the City is eligible for medical coverage through the CalPERS Retirement Plan.

The City contribution to medical premiums for retirees, effective January 2021 is \$1,650.00 per month.

The City contribution to medical premiums for retirees, effective January 1, 2022 is \$1871.43

The parties agree to a re-opener during the term of this MOU to discuss and implement changes related to medical coverage for active employees as well as significant reforms to the retiree medical program and when retirees become Medicare eligible, including but not limited to limiting the employer contribution to retiree medical for new employees to the minimum rate established annually by the California Public Employees' Retirement System (CalPERS) for the Public Employees' Medical and Hospital Care Act (PEMHCA). The City would also consider amending its existing Flexible Spending Account (FSA) Section 125 Plan to provide for a cafeteria plan option as a mechanism for providing active employees with the difference between the PMHCA minimum and the negotiated employer contribution for active employee medical on a tax-exempt basis. Further, the City would also consider establishing a Health Reimbursement Arrangement account (HRA) to provide a mechanism for providing eligible retirees with the difference between the PEMHCA minimum and any vested employer contribution for retiree medical. Any changes to existing contract terms would require mutual agreement.

Medical Insurance Opt Out:

Requirements for a full-time employee to receive employer contributions that may be cashed out: Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an eligible opt-out arrangement requires the following in order for employees who opt-out of employer-provided health coverage to receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
- b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
- c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
- d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

Full-Time employees qualified to waive/opt-out of coverage shall receive the following monthly rate. The amount will be paid to the employee as taxable earnings.

FULL-TIME EMPLOYEES	
COVERAGE TYPE	MONTHLY AMOUNT
Single Party	\$214.61
Two-Party	\$429.22
Family	\$557.98

HOURLY/BENEFITED EMPLOYEES	
COVERAGE TYPE	MONTHLY AMOUNT
Single Party	\$200.50
Two-Party or more	\$390.50

Section 2. Dental Insurance

The City contracts with Delta Dental to provide dental benefits to all full-time and hourly benefited employees and eligible dependents. An open enrollment period is held annually to permit employees to change plans and add/delete dependents. Retired full-time employees may continue dental coverage for self, spouse and eligible dependents with entire cost borne by the retiree. (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

Full-time Employees:

The City offers Delta Care and Delta Premiere options. Employees who elect enrollment in the Delta Premiere plan will contribute \$50 per month towards the dental insurance premium. Employees who elect enrollment in Delta Care pay no contribution toward dental insurance premium.

Hourly Benefited Employees:

The City offers and pays the dental insurance premiums for Delta Care dental coverage for the employee and eligible dependents.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,400

reimbursement for laser surgery and eligible dependents are eligible for \$1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive Basic Life and Accidental Death & Dismemberment (AD&D) insurance under a group policy. The basic amount specified in the group contract is \$75,000. Employee members may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). (91-92 MOU; PPPM 2-3.3a)

Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by Standard Insurance. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. Employees are covered for both sickness and accident. Maximum benefit period for disability due to injury or illness is age 65 or 12 months, whichever is longer. Employees are paid 66 2/3% of basic monthly earnings up to a maximum payment of \$8,000. Sick leave, Workers' Compensation and PERS payments are integrated into this amount. If the employee dies during a period for which benefits are payable, three additional months of payment will be paid to the designated beneficiary. A copy of the actual plan description is on file in the Human Resources office. (PPPM 2-3.4a)

Section 6. Physical Examination

Full-time and hourly benefited employees and their spouses are eligible to participate in the annual physical examination program. Employees are invited to participate during the month of their birthday. The cost for the physical is paid for by the employee. If an employee wishes to participate, the employee must identify their choice of physical examination and method of payment. Should the employee wish to pay by payroll deduction, the employee must deduct an amount large enough to pay the cost of the physical within one year. Examinations for full-time employees may be scheduled during regular work hours. At no time will the City review the results of the test. (Letter from City Manager dated 2-24-83; Fee Schedule for Annual Physical; 94-95 MOU)

Article VII.

Leave Benefits

Section 1. Bereavement Leave

Full-time and hourly benefited employees are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Leave for benefited hourly employees shall be consistent with the employee's regularly scheduled hours. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the employee's Department Head. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. An employee will be allowed bereavement leave to accompany a minor child (under 18 years old) in the employee's sole custody if a parent of the child, who is not defined as a member of the employee's immediate family such as an ex-spouse, passes away. (*Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8*)

Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1,250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used.

Under FMLA, an eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period in four situations: (1) for the employee's own serious health condition; (2) to care for a family member with a serious health condition; (3) for the birth or placement of a child for adoption or foster care; and (4) to address a "qualifying exigency" involving an employee's family member on active military duty status in support of a contingency operation.

In addition, an employee is entitled to up to 26 weeks of leave during a single 12-month period to care for a family member or "next of kin" service member who incurs a serious injury or illness while on active duty. The single 12-month period applicable to military caregiver leave can be different from the 12 month period applicable to other FMLA leave.

The CFRA regulation provides that if an employee takes pregnancy disability leave which is also an FMLA leave, and then wants to take CFRA leave to bond with her child immediately after her pregnancy disability leave, the 12-month period during which she must have worked 1,250 hours is that period immediately preceding her first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason

of the birth of her child. (*Res. #5969, IX.8; PPPM 6-4.3*)

Section 3. Flexible Leave

General full-time employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Benefited hourly employees will receive 12 hours per fiscal year with a not to exceed cap of 20 hours per fiscal year. (*Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04, MOU and Addendum to 01-04 MOU, 07-08 MO; PPPM 6-5*)

Section 4. Holidays

The following are observed City holidays:

- | | |
|---|-----------------------------|
| • New Year's Day | January 1 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |
| • Cesar Chavez's Birthday | March 31 |
| • Memorial Day | Last Monday in May |
| • Juneteenth National Independence Day | June 19 |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | Fourth Thursday in November |
| • Day after Thanksgiving | Fourth Friday in November |
| • The day before Christmas | December 24 |
| • Christmas Day | December 25 |
| • Every day appointed by the President or Governor as a holiday | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 5. Bonus Day Holiday

A bonus day off with pay per fiscal year may be taken as a floating holiday for any full-time general employee who does not utilize any sick leave during the fiscal year. Hourly benefited employees shall receive a prorated number of hours based upon their regular work schedule. (*Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1*)

Section 6. Jury Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury. In such cases, the employee shall be paid their regular

salary, or their normal hours scheduled to work. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (Res. #5969, IX, 13; 92-93; 01-02 MOU; PPPM 6-10). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (11-12 MOU)

Section 7. Leaves of Absence

Leaves of absence without pay may be granted at the sole discretion of the City Manager. A leave of absence shall be granted only to an employee who desires to return to City service and has a satisfactory service record. The City Council must approve leaves of absence involving pay or benefit issues. (Res. #5969, IX.12; PPPM 6-4.1)

Section 8. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (e.g., 48 hours for full-time employees) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (PPPM 6-3.6)

Section 9. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy) (Res. #5969, IX.14; PPPM 6-9)

Section 10. Sick Leave

Sick leave shall not be considered a right, which employees may use at their discretion, but shall be allowed as an employee benefit only in case of actual sickness or disability of the employee which prevents the employee from working. Exceptions are made for cases of pregnancy, childbirth or related conditions, for a doctor's appointment or to care for a sick child in accordance with these rules and regulations. Up to 32 hours per fiscal year of sick leave may be used for doctor's appointments.

Employees are eligible to use accrued sick leave at any time after original appointment subject to the provisions of these rules and regulations. Sick leave shall be accrued while an employee is absent from duty because of injury or illness arising out of and in the course of employment as determined under the provisions of workers' compensation law.

In order to receive compensation when absent on sick leave, employees shall notify their department no later than 15 minutes after the time set for beginning their daily duties. When absent for three or more consecutive working days, the employee may be required by the Department Head to obtain and submit a physician's certification of illness.

Sick leave with pay for full-time general employees shall be accrued at the rate of 8 hours for each calendar month of service beginning with probationary appointment. Benefited hourly employees shall accrue a total of 1 hour sick leave per pay period but only if the employee works a minimum of 20 hours within that pay period. If the benefited hourly employee works a minimum of 32 hours per week per pay period, they will accrue 2.77 hours of sick leave for that pay period. At the discretion of the Department Head, full-time employees only may request an advance of up to five days of sick leave. (*PPPM 6-3.1, 6-3.2, 6-3.4, and 6-3.6*)

Section 11. Vacation

General full-time employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	10.00	80	6.64
1-2	11.25	90	7.52
2-3	12.50	100	8.32
3-4	13.75	110	9.20
4-5	15.00	120	10.00
5-6	15.50	124	10.32
6-7	16.00	128	10.64
7-8	16.50	132	11.04
8-9	17.00	136	11.36
9-10	17.50	140	11.68
10-11	18.00	144	12.00
11-12	18.50	148	12.32
12-13	19.00	152	12.64
13-14	19.50	156	12.96
14-15+	20.00	160	13.28
20+	21.00	168	14.00

The following methodology is used regarding the initial accrual of vacation time:

<u>Date hired</u>	<u>1st through 15th</u>	<u>16th through end of month</u>
Month hired	Accrues vacation	Does not accrue vacation
Month terminated	Does not accrue vacation	Accrues vacation

The anniversary month for additional vacation accrual is based on the same time periods. If an employee is hired before the 15th of the month, the anniversary month is the month hired; if hired after the 15th of the month, the anniversary is the month following.

Benefited hourly employees who work between 20 and 59¾ hours within a pay period shall receive a prorated accrual of 1.85 hours. For each pay period in which the number of hours worked by a benefited hourly employee is 60 hours or more, the bi-weekly accrual rate shall be 3.00 hours.

At the discretion of the Department Head, full-time employees may request an advance of up to five days of vacation.

Vacation shall be accrued when an employee is absent from duty because of injury or illness arising out of and in the course and scope of employment as determined under the provisions of the workers' compensation law.

Vacation Maximum Accrual

General employees may accumulate 240 vacation hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance. Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Reserve Vacation Bank

Effective within 30 days upon City Council approval of this agreement, the city shall cash-out the Reserve Vacation Bank for all non-suppression employees at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits).

Thereafter, the Reserve Vacation Bank will be eliminated.

Vacation Cash-Out

An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of 12 hours per member and any hours above the 240 hour cap. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

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Section 12. Critical Family Leave

At the sole discretion of the City Manager, authorization for whatever amount of paid leave that may be necessary for full-time and benefited hourly employees to care for a child or spouse with a terminal or critical life-threatening situation may be given. This action may be taken at the request of the employee with the concurrence of the employee's Department Head with full pay and benefits and without loss of seniority. Leave will be exclusive of the employee's vacation, flex and sick leave. Leave balances do not have to be exhausted for the City Manager to authorize critical family leave. This policy is intended to be applied in conjunction with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. *(CC 3-14-96, PPPM 6-4.4)*

Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee suffers a personal medical crisis or catastrophic event that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and if the employee has exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated.

The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under Internal Revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. Any leave accrued by the recipient employee during a pay period will first be applied, supplemented by voluntary leave donations in order for the recipient to receive a regular paycheck. Under no circumstances will the recipient employee be paid for more than their regular number of hours in a pay period.

On a case-by-case basis, the City Manager may allow voluntary donations of vacation and flex leave to an employee who suffers a catastrophic event. The City Manager may seek recommendation from a committee, made up of one member from each of the recognized employee associations and the Human Resources Office, regarding the determination of a catastrophic event. The City Manager's decision shall be final and not subject to appeal. *(PPPM 6-13)*

Section 14. Family School Leave

In accordance with the California Labor Code, a full-time employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or licensed day care facility activities. The employee shall utilize vacation leave, flexible leave or time off without pay for this purpose. The employee shall

give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (*Res. 5969, IX.10; PPPM 6-2.6*)

Article VIII. **Additional Benefits**

Section 1. Tuition Reimbursement

All full-time employees shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of \$4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of “C” or better or pass/fail. The employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

There is no tuition reimbursement for hourly benefited employees except for those requiring certification. (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

Section 2. Uniforms

Uniforms provided are as follows. Any and all parts of the uniforms may be replaced at the discretion of the Department Head.

- Lifeguard Personnel – two shirts, one pair of shorts, one swimming suit for instruction, one swimming suit for lifeguarding. Parkas are available on location for use, but are not required.
- Public Safety Officers – Two short sleeve shirts, one class “A” shirt, two pairs of pants, one class “A” pair of pants, one jacket, one pair of boots, one rain coat, one utility belt with accessories, one Sam Brown belt and one tie.
- Public Works Maintenance, Inspectors, and Storekeeper – six shirts, six pairs of pants or shorts, if desired, one jacket, one pair of boots and one hat. Safety belts for maintenance personnel only.
- Recreation Leaders – Two shirts upon hire, one additional shirt mid-summer and one jacket. Employees may purchase additional uniforms.
- Teachers – Three shirts.
- Bus Drivers – Five shirts, five pairs of pants or shorts and one jacket.
- Heritage Park Rangers – Two dress shirts, two polo shirts, two pairs of pants, one jacket, one pair of boots and one belt.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees’ Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt

from being reported as compensation. These items include steel toe safety shoes/boots, high visibility orange shirts, hard hats and high visibility orange work jackets. (PPPM 2-9.1 and 2-9.2)

Section 3. Employee Personal Computer Purchase Plan

Any (non-probationary) full-time employee or hourly benefited employee with five years of service with the City is eligible to purchase a personal computer or digital camera in conjunction with a computer; peripheral equipment and software through an interest free loan of City funds. Only one computer loan is allowed at a time. Repayment is guaranteed through bi-weekly payroll deductions. The employee agrees that the computer equipment is for their own or their immediate family's use only. The minimum loan amount is \$500 and the maximum loan amount is \$3,000. Full details for this plan may be found under PPPM 7-8.2. (CC action of 1-8-98 and 5-10-01; PPPM 7-8.2)

Section 4. Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both. (PPPM 2-6)

Section 5. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis.

Article IX. **Appointments, Promotions, and Temporary Assignments**

Section 1. Original and Promotional Appointments

Original or promotional appointments shall be made by the City Manager from among the candidates on a certified eligibility list who indicate a willingness to accept the position. The individual standing first on any given closed promotional list should generally be appointed by the Department Head. Any other appointment must receive approval by the City Manager. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 5 ½% increase. (PPPM 5-1; PPPM 5-6.2)

Section 2. Appointment – Probationary Status

Full-Time employees are on probation for six months from the date of hire and hourly benefited employees are on probation for one year from date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period upon the recommendation of the Department Head and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City

Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. (*Res. #5969, VII.1 and .2; PPPM 5-9.1*)

Section 3. Temporary Appointments

When vacancies occur that appear to be of a temporary duration but are not emergencies, a temporary appointment may be made. Such appointments will be made primarily in those cases where the incumbent has been temporarily disabled because of an on or off the job injury. When the duration of the incumbent's absence is expected to be of such length that the replacement will be required to assume virtually all responsibilities inherent in the position, a temporary appointment will be made. Temporary appointments must be made from an appropriate eligibility list, if one exists. The appointment will be made on the recommendation of the Department Head with the approval of the City Manager. Temporary appointees are not in the same status as regular employees and only attain such after receiving a regular appointment. (PPPM 5-1; PPPM 5-4.1)

Section 4. Veteran's Preference

Veterans of the Armed Forces of the United States of America will be given preference over other identically qualified applicants on an eligibility list. (*PPPM 4-8 and State Government Code Section 50088*)

Section 5. Eligibility Lists – Certification

The Human Resources Office shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year and a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

- Appointment to fill a position for which the examination was given
- Evidence that the candidate no longer meets the qualifications of the position
- Removal by the City Manager after rejection of the candidate for a vacant position by the Department Head

Whenever a vacant position is to be filled, the Department Head shall consider the candidates and recommend one from the appropriate list to the City Manager unless the Department Head rejects in writing all candidates. (*PPPM 4-6.1*)

Article X. **Employment Policies**

Section 1. Alcohol and Drugs

It is the policy of the City of Santa Fe Springs that employees shall:

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is grounds for immediate termination. (See Appendix for Alcohol & Drug Abuse Policy revised as of 02-09-06) (*PPPM 7-10*)

Section 2. Computer Usage

The City's Computer Usage policy outlines the use of the City's electronic mail (e-mail) system by all full-time and hourly employees, as well as elected officials, independent contractors, seasonal employees and any vendors with authorized use of the City computer resources. Technology staff will change your password on a regular basis (annually). All City electronic media is to be used for City and employment purposes only and is not to be used for personal non-job related purposes. Electronic media includes all computers, computer equipment, hardware, peripherals, medium (connection lines), cameras, televisions and telecommunications equipment of any kind, whether owned, leased, rented or used by the City. It also includes all documents, records, software, and stored and deleted files relating to City business regardless of form including but not limited to hard copy, computer stored data, disks, hard drives, tapes and any other form in which data may be stored or retained.

Employees have no privacy rights or expectations thereto in any transmission created, received or sent using City property whether the employee is on working time or not. Routine searches or inspection of City property may include computer files, voice mail boxes or similar places where City property or City related information may be placed or stored, regardless of whether such places are locked or protected by access codes or passwords. Because even a routine search might result in discovery of employee personal possessions, employees are encouraged not to bring into the workplace any item of personal property that the employee would not want revealed to the City. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

Section 3. Harassment, Discrimination and Retaliation

In keeping with the City's strong commitment to providing a work environment that is free of harassment, discrimination and retaliation, the City maintains a strict policy prohibiting harassment, discrimination and retaliation by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public. The City prohibits harassment in any form, including verbal, physical or visual harassment.

The City will not tolerate discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, disability, medical condition, marital status, age or religion. All employees are to be treated with dignity and respect. Employees who believe they have been discriminated against or harassed by a co-worker, vendor, volunteer or member of the public should report the allegation to their Department Head, the City Manager or Human Resources. An investigation of the allegations will be conducted immediately and appropriate disciplinary action will be taken in the event that the allegations are substantiated.

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment perpetrated by that employee.

False Claims: An employee who deliberately makes a false claim or charge of unlawful discrimination or harassment will likewise be subject to disciplinary action up to and including termination.

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPPM 5-13-.5*)

Section 4. Military Leave

In accordance with state and federal laws, the City will grant military leave to all employees. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. (See Appendix for Military Leave Policy revised as of 02-09-06) (PPPM 6-9)

Section 5. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of "zero tolerance" to acts of violence and by training its employees to recognize and

effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-16-06) (PPPM 5-13.2; 7-2; 8-9.1; 8-9.2)

Section 6. Workplace Safety, Security, Inspection and Access

To ensure a safe work environment, the City reserves the right, based upon reasonable suspicion, to inspect, search and access all property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, offices, facilities, vehicles, desks, tool boxes, safes, lockers, files, file cabinets, closets, documents, computer data storage, voice and e-mail, internet use, telephones, electronic data, file and fax transmissions and audio/video tape recordings. The City reserves the right to conduct searches described in this policy without notice or consent of the affected employee or that employee's representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee's supervisor, law enforcement and Human Resources. (PPPM 8-9.2)

Section 7. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. The provision applies to the following employee groups: (PPPM 12-1.5)

1. Library and Cultural Services personnel
2. Public Safety Officers
3. Recreation personnel
4. Family and Human Services personnel

Section 8. Blood-borne Pathogens and Hepatitis B Vaccinations

Employees who can be "reasonably anticipated" to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. This would include employees in the following job classifications:

1. Bus Drivers
2. Recreation personnel
3. Family and Human Services personnel
4. Public Safety Officers
5. Maintenance Workers
6. Designated Maintenance personnel

These classifications are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the

employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. *(PPPM 12-4)*

Section 9. Additional Employment

Employees must report outside employment to their Department Head prior to the start of employment utilizing the City's "Additional Employment" form. The City Manager or Department Head may prohibit or restrict additional employment if it would bring discredit or embarrassment to the City, reduce the effectiveness of work as an employee of the City, create a conflict or perceived conflict with the employee's duties of the City or create a potential conflict when an employee's outside employment is related to employment matters of another City employee. Reasonable conditions may be attached to the approval of additional employment. Employees are expected to give priority to City work if called for emergency duty or required to work overtime. *(Res. #5969, XIV; PPPM 10-2)*

Section 10. Gambling

Gambling or conducting games of chance is not permitted on City premises or on City time or by utilizing City property for on-line gambling. *(Res. #5969, XI.5, PPPM 5-13.1)*

Section 11. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons or firms doing business with or being regulated by the City or likely to do business with or be regulated by the City. *(Res. #5969, XI.5), PPPM 5-13-.1)* In addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

Section 12. Use of City Vehicles

City vehicles shall be used for official business only and only as authorized. Seat and shoulder belts are to be used at all times. Failure to follow this policy shall result in disciplinary action. Employees must have a valid California driver's license whenever they drive City vehicles or use their own vehicle for City business. *(PPPM 8-6.1 and 8-6.2)*

Section 13. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment. *(PPPM 8-6.6)*

Section 14. Driver's License

Designated employees required to drive City vehicles in the line of duty will be enrolled in an DMV Employer Pull Notice Program. Enrollment in the Pull Notice Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be

checked once a year for all other employees by the Human Resources Office. If a position requires a Commercial driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a commercial license, the City will reimburse the employee for the cost of the license. Employees driving City vehicles without a valid California Driver's License are subject to serious disciplinary action. If an employee's driver's license status changes in any way, the employee must immediately advise their supervisor and the Human Resources Office. (PPPM 8-6.3a)

Section 15. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business at the rate approved by the City Council. This is for employees who use their own cars on official City business and who have a current "Automobile Insurance Affidavit" on file in Human Resources. Employees who drive a personal vehicle while on City business must complete an "Automobile Insurance Affidavit". Each employee must identify whether they carry sufficient liability insurance of at least the following:

- \$50,000 injury per person
- \$100,000 bodily injury each occupant
- \$25,000 property damage each occupant **or**
- \$100,000 combined single limits

Employees who do not carry automobile insurance or do not have sufficient coverage are not permitted to drive their personal vehicles for City business.

City employees are prohibited from working on personal vehicles on City premises and using City equipment and supplies. Said work can only be done if it is approved in advance by the Director of Public Works (or his designee). (PPPM 2-10, 8-6.4 and 8-6.5)

Section 16. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the employee was not in a position to determine who would be awarded the contract. (PPPM 7-5.1)

Section 17. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors, etc. from other City employees on behalf of any political candidate. No City employee will use their position in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. (PPPM 7-7)

Article XI.

Layoff and Reductions in Force

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority is laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. (PPPM 5-12.1)

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Hourly/part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

“Bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as an Administrative Clerk II and five years seniority as an Administrative Clerk I (10 years total) is in a senior position to an Administrative Clerk I who has nine years of seniority in that classification. An Administrative Clerk I with 11 years of seniority in that classification is in a senior position to the Administrative Clerk II cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

Seniority calculations shall not include time on unpaid leave, time on inactive service or time during breaks in City service. (PPPM 5-12.2)

Section 3. Layoffs – Call-backs

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position and step previously held. Persons who are on a reemployment list and have committed an offense while on layoff which would have been cause for termination, will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may

appeal such action to the City Manager and to the Personnel Advisory Board. (PPPM 5-12.3)

Section 4. Lay-off Procedures

The parties agree to discuss during the term of this MOU.

Article XII. **Appeal and Grievance Rights and Procedures**

Section 1. Appeal Process

An employee who has been subject to disciplinary action, excluding written or oral counseling, warnings or reprimand shall be entitled to appeal such action to the City Manager and to the Personnel Advisory Board in accordance with the proper procedures. *Res. #5969, XI.6; PPPM 11-3)*

Section 2. Grievance Procedure

A grievance is defined as a claim of violation, misinterpretation or misapplication of a specific written City or Department rule or regulation or specific provision of a Memorandum of Understanding. A grievance procedure has been established to provide adequate opportunities for employees to bring forth their concerns relating to any claim of unfair or improper aspect of their employment situation and to seek correction.

The employee concerned shall first make efforts to resolve the grievance with the immediate supervisor. In the event a mutual solution is not reached, the aggrieved employee may submit the complaint in writing. The complaint shall set forth all the facts necessary to understand the issue involved. The grievance shall be signed by the employee and submitted to the immediate supervisor within 10 calendar days of the resolution effort. The Department Head shall make an investigation of the facts and issues. Within 10 calendar days of receipt of the grievance statement, the Department Head shall reply in writing stating the department's views on the issue involved.

If the employee wishes to discuss the grievance further, the employee shall submit a written request for a meeting with the City Manager within 10 working days of the receipt of the Department Head's reply.

The requested meeting will be held by the City Manager at the earliest date possible at which the employee, the Department Head, and any other persons invited by the City Manager, the employee, or the Department Head may be present. The decision made by the City Manager as the result of the findings and conclusions determined at this meeting shall be final. However, in cases which involve alleged violations of the Personnel Resolution or Personnel Rules, the employee may, within 10 calendar days, request that the issue be submitted to the Personnel Advisory Board if the employee does not accept

the decision of the City Manager.

Upon receipt of the request from the employee, the Personnel Advisory Board shall conduct hearing(s) as it deems necessary to determine the pertinent facts related to the alleged violation of Personnel Resolution No. 5969, Personnel Policies and Procedures or personnel rules. The employee(s) and management representative(s) shall have the right to appear before the Board and to have counsel present. If either party appears before the Board, both shall be present. Within 10 calendar days of the conclusion of the Board's hearing(s), it shall certify its findings and submit them to the City Manager for consideration. Any action thereafter taken by the City Manager affirming or modifying his earlier decision shall be final. (*Res. #5969, XII.2; PPPM 11-1, 11-2*)

Article XIII. **Other Legal Clauses**

Section 1. Non-discrimination

The City and the Association agree that they shall not discriminate against any employee because of race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age, sexual orientation (including heterosexuality, homosexuality and bisexuality) or the exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

Section 2. Severability

Should any provision of this MOU be found to be inoperative, void or invalid by a final decision of a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect during the term of this Memorandum of Understanding.

Section 3. Strikes, Work Stoppages and Slowdowns

The City and Association mutually agree that differences shall be resolved without interruption in work. During the terms of this agreement, neither the Association, its officers or agents or any employees will, for any reason, authorize, condone, encourage or engage in a work slowdown or stoppage, strike or other interference with the work and functions or obligations to the City for the benefit of public safety. (*Resolution No. 3005*)

Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

Should an additional, viable source of City revenue become available during the term of this Agreement, the City agrees to evaluate the possibility of relieving any portion of any concessions provided by the Association in the MOU.

Section 5. Parity

The City agrees to reopen this agreement, if 1) any other bargaining unit receives any benefit(s) greater to that which is contained in this agreements.

Section 6. Ratification and Execution

This MOU shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

Santa Fe Springs Employees Association

Annette Rodriguez, Mayor

Richard C. Brown, President

Date

Date

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
13200 MISC	ASSOC CIVIL ENGINEER	A- 1	7385.217	3408.562	42.607	2080.00
		B- 2	7795.316	3597.838	44.973	
		C- 3	8233.974	3800.296	47.504	
		D- 4	8692.052	4011.716	50.146	
		E- 5	9194.682	4243.699	53.046	
13673 MISC	ST & GRNDS MTC SUPT	A- 1	6633.558	3061.642	38.271	2080.00
		B- 2	7004.818	3232.993	40.412	
		C- 3	7385.217	3408.562	42.607	
		D- 4	7806.740	3603.111	45.039	
		E- 5	8233.974	3800.296	47.504	
13680 MISC	ASSOCIATE PLANNER	A- 1	6633.558	3061.642	38.271	2080.00
		B- 2	7004.818	3232.993	40.412	
		C- 3	7385.217	3408.562	42.607	
		D- 4	7806.740	3603.111	45.039	
		E- 5	8233.974	3800.296	47.504	
14000 MISC	SYSTEMS ANALYST	A- 1	6676.016	3081.238	38.515	2080.00
		B- 2	7043.197	3250.706	40.634	
		C- 3	7430.573	3429.495	42.869	
		D- 4	7839.255	3618.118	45.226	
		E- 5	8270.414	3817.114	47.714	
14400 MISC	CIVIL ENGR ASST I	A- 1	6044.112	2789.590	34.870	2080.00
		B- 2	6375.391	2942.488	36.781	
		C- 3	6726.087	3104.348	38.804	
		D- 4	7096.206	3275.172	40.940	
		E- 5	7486.885	3455.485	43.194	
14410 MISC	ASSISTANT PLANNER I	A- 1	6044.112	2789.590	34.870	2080.00
		B- 2	6375.391	2942.488	36.781	
		C- 3	6726.087	3104.348	38.804	
		D- 4	7096.206	3275.172	40.940	
		E- 5	7486.885	3455.485	43.194	
14620 MISC	CIVIL ENGR TECH II	A- 1	5955.009	2748.466	34.356	2080.00
		B- 2	6282.860	2899.782	36.247	
		C- 3	6627.847	3059.006	38.238	
		D- 4	6992.252	3227.193	40.340	
		E- 5	7376.079	3404.344	42.554	
14740 MISC	COMPUTER SPECCLST III	A- 1	5859.053	2704.178	33.802	2080.00
		B- 2	6186.904	2855.494	35.694	
		C- 3	6535.317	3016.300	37.704	
		D- 4	6887.157	3178.688	39.734	
		E- 5	7269.840	3355.311	41.941	
14754 MISC	LIBRARIAN II	A- 1	5859.053	2704.178	33.802	2080.00
		B- 2	6186.904	2855.494	35.694	
		C- 3	6535.317	3016.300	37.704	
		D- 4	6887.157	3178.688	39.734	
		E- 5	7269.840	3355.311	41.941	
14910 MISC	CODE ENFORCMT INSP I	A- 1	5632.870	2599.786	32.497	2080.00
		B- 2	5935.588	2739.502	34.244	
		C- 3	6287.430	2901.891	36.274	
14920 MISC	ELECTRICIAN	A- 1	5632.870	2599.786	32.497	2080.00
		B- 2	5935.588	2739.502	34.244	
		C- 3	6287.430	2901.891	36.274	
14975 MISC	P/W INSPECTOR I	A- 1	5632.870	2599.786	32.497	2080.00
		B- 2	5935.588	2739.502	34.244	
		C- 3	6287.430	2901.891	36.274	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
14980 MISC	MECHANIC II	A- 1	5632.870	2599.786	32.497	2080.00
		B- 2	5935.588	2739.502	34.244	
		C- 3	6287.430	2901.891	36.274	
		D- 4	6633.558	3061.642	38.271	
		E- 5	6992.252	3227.193	40.340	
15000 MISC	LIBRARIAN III	A- 1	6297.711	2906.636	36.333	2080.00
15005 MISC	FLEET SEC SUPERVISOR	B- 2	6639.270	3064.278	38.303	
15020 MISC	WATER UTLTY SEC SUPV	C- 3	7002.533	3231.938	40.399	
15021 MISC	ST & GRNDS MTC SUPV	D- 4	7385.217	3408.562	42.607	
15023 MISC	FACILITY SEC SUPV	E- 5	7787.320	3594.148	44.927	
15030 MISC	TRAF SGNL & LGT SUPV					
15040 MISC	COMMUNITY SVCS SUPVR					
15050 MISC	TRANSPORT SVCS SUPV					
15060 MISC	YTH INTRVNTN PRG SUP					
15100 MISC	ASST CIVIL ENGINEER	A- 1	5876.603	2712.278	33.903	2080.00
		B- 2	6199.034	2861.093	35.764	
		C- 3	6540.747	3018.806	37.735	
		D- 4	6900.670	3184.925	39.812	
		E- 5	7279.875	3359.942	41.999	
15510 MISC	PRG COORD-LIB OUTRCH	A- 1	5781.375	2668.327	33.354	2080.00
15520 MISC	PRG COORD-PARK/YOUTH	B- 2	6100.085	2815.424	35.193	
15530 MISC	PROGRAM COORDINATOR	C- 3	6434.792	2969.904	37.124	
		D- 4	6788.917	3133.346	39.167	
		E- 5	7161.319	3305.224	41.315	
15630 MISC	LEAD PSO	A- 1	5349.570	2469.032	30.863	2080.00
		B- 2	5644.293	2605.058	32.563	
		C- 3	5955.009	2748.466	34.356	
		D- 4	6282.860	2899.782	36.247	
		E- 5	6627.847	3059.006	38.238	
15700 MISC	LIBRARIAN I	A- 1	5461.520	2520.702	31.509	2080.00
		B- 2	5761.954	2659.363	33.242	
		C- 3	6078.382	2805.407	35.068	
		D- 4	6413.087	2959.886	36.999	
		E- 5	6764.927	3122.274	39.028	

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15820 MISC	MGMT ANALYST II	A- 1	6085.237	2808.571	35.107	2080.00
		B- 2	6421.083	2963.577	37.045	
		C- 3	6775.208	3127.019	39.088	
		D- 4	7147.611	3298.897	41.236	
		E- 5	7540.576	3480.266	43.503	
15900 MISC	PUB RELATIONS TECH	A- 1	5330.661	2460.305	30.754	2080.00
		B- 2	5623.848	2595.622	32.445	
		C- 3	5933.159	2738.381	34.230	
		D- 4	6259.482	2888.992	36.112	
		E- 5	6603.755	3047.887	38.099	
16010 MISC	WATER WELL OPERATOR	A- 1	5269.607	2432.126	30.402	2080.00
16040 MISC	TRF SIG LGT TECH II	B- 2	5558.618	2565.516	32.069	
		C- 3	5859.053	2704.178	33.802	
		D- 4	6188.046	2856.021	35.700	
		E- 5	6525.036	3011.555	37.644	
16110 MISC	MGMT ANALYST I	A- 1	5148.518	2376.239	29.703	2080.00
		B- 2	5431.819	2506.993	31.337	
		C- 3	5729.969	2644.601	33.058	
		D- 4	6046.397	2790.645	34.883	
		E- 5	6377.676	2943.543	36.794	
16440 MISC	WTR UTILITY LEAD WKR	A- 1	5068.555	2339.333	29.242	2080.00
16445 MISC	STR/GRD LEAD WORKER	B- 2	5347.285	2467.978	30.850	
16450 MISC	HUMN SVC CASE WKR II	C- 3	5642.010	2604.005	32.550	
		D- 4	5951.582	2746.884	34.336	
		E- 5	6279.433	2898.200	36.227	
16620 MISC	PUB WKS DEPT SECTY	A- 1	4765.835	2199.616	27.495	2080.00
		B- 2	5027.431	2320.353	29.004	
		C- 3	5303.877	2447.943	30.599	
		D- 4	5596.315	2582.915	32.286	
		E- 5	5903.604	2724.740	34.059	
17050 MISC	PUB SAF OFFCR/ADMIN	A- 1	4794.393	2212.797	27.660	2080.00
17070 MISC	PUB SAF OFFCR/FIELD	B- 2	5055.989	2333.533	29.169	
17080 MISC	YTH INTRVNTN CSE WKR	C- 3	5329.008	2459.542	30.744	

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
17090	MISC	HUMAN SVCS CS WKR I	A- 1	4794.393	2212.797	27.660	2080.00
			B- 2	5055.989	2333.533	29.169	
			C- 3	5329.008	2459.542	30.744	
			D- 4	5632.870	2599.786	32.497	
			E- 5	5935.588	2739.502	34.244	
17210	MISC	ACCOUNT CLERK III	A- 1	4641.320	2142.148	26.777	2080.00
17240	MISC	BUS DRIVER III	B- 2	4897.205	2260.248	28.253	
17250	MISC	MECHANIC I	C- 3	5165.654	2384.148	29.802	
			D- 4	5453.522	2517.010	31.463	
			E- 5	5747.104	2652.510	33.156	
17500	MISC	TRAF & LITE TECH I	A- 1	4571.638	2109.987	26.375	2080.00
17510	MISC	FACILITY SPECIALIST	B- 2	4826.380	2227.560	27.845	
17540	MISC	TREE WORKER SPCLALST	C- 3	5090.259	2349.350	29.367	
			D- 4	5370.132	2478.522	30.982	
			E- 5	5650.004	2607.694	32.596	
17800	MISC	WATER UTILITY WORKER	A- 1	4386.578	2024.574	25.307	2080.00
			B- 2	4628.754	2136.348	26.704	
			C- 3	4883.496	2253.921	28.174	
			D- 4	5151.945	2377.821	29.723	
			E- 5	5430.676	2506.466	31.331	
18010	MISC	ACCOUNT CLERK II	A- 1	4163.823	1921.764	24.022	2080.00
18020	MISC	MAINTENANCE WORKER	B- 2	4385.437	2024.048	25.301	
18030	MISC	BUS DRIVER II	C- 3	4635.608	2139.511	26.744	
18085	MISC	BLDG PERMIT CLERK II	D- 4	4886.923	2255.503	28.194	
18097	MISC	PROG ASST/CMO	E- 5	5149.660	2376.766	29.710	
18098	MISC	PROGRAM ASSIST PLAN					
18400	MISC	ENVR PROTEC CLRK II	A- 1	3952.422	1824.195	22.802	2080.00
			B- 2	4169.805	1924.525	24.057	
			C- 3	4399.144	2030.374	25.380	
			D- 4	4641.097	2142.045	26.776	
			E- 5	4896.358	2259.858	28.248	
18510	MISC	COMM SVCS SPECIALIST	A- 1	3918.219	1808.409	22.605	2080.00
			B- 2	4129.554	1905.948	23.824	
			C- 3	4353.451	2009.285	25.116	
			D- 4	4589.915	2118.422	26.480	
			E- 5	4837.803	2232.832	27.910	

PAYROLL SYSTEM
TIME 10:11 AM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

PAGE 5
DATE 06-23-2021

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
18810	MISC	ACCOUNT CLERK I	A- 1	3745.727	1728.797	21.610	2080.00
18815	MISC	ADMIN ASSISTANT II	B- 2	3953.633	1824.754	22.809	
18860	MISC	ENVR PROTECT CLERK I	C- 3	4163.823	1921.764	24.022	
			D- 4	4385.437	2024.048	25.301	
			E- 5	4635.608	2139.511	26.744	
19615	MISC	ADMIN ASSISTANT I	A- 1	3366.471	1553.756	19.422	2080.00
19620	MISC	LIBRARY CLERK I	B- 2	3553.815	1640.222	20.503	
			C- 3	3749.154	1730.379	21.630	
			D- 4	3946.779	1821.590	22.770	
			E- 5	4163.823	1921.764	24.022	

City of Santa Fe Springs Alcohol and Drug Abuse Policy (Revised February 9, 2006)

PURPOSE

The City of Santa Fe Springs is responsible for maintaining a safe, healthy and productive work environment for all employees. Employees are responsible for performing services to the public as safely, effectively and efficiently as possible.

The City recognizes that drug and alcohol abuse hinders an employee's ability to perform duties safely and effectively. The City establishes the following drug and alcohol policy to eliminate the detrimental effects of drugs and alcohol in the workplace, as well as to promote a safe and productive work environment.

The City urges employees who think they may have an alcohol or drug usage problem to voluntarily seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those whose continued substance abuse, even if enrolled in counseling or rehabilitation programs, results in performance problems, danger to the health and safety of others and themselves, and/or violation of federal or City laws/policies.

POLICY

This policy applies to all employees and all applicants for positions with the City of Santa Fe Springs. This policy applies to alcohol, unlawful drugs and controlled substances, including all substances, drugs or medications, whether legal or illegal, which could impair an employee's ability to effectively and safely perform his/her job functions.

City employees shall: not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol; not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property; not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty; not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours; and notify their supervisors before beginning work when they are taking legally prescribed medications which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment. The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is a ground for immediate termination.

The use of medications prescribed by licensed physicians is not a violation of this policy. Employees who fail to notify their supervisors that they are taking prescribed medications, which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment, may be disciplined up to and including termination. In the event there is a question

regarding an employee's ability to safely perform assigned duties while using such prescribed medications, clearance by a licensed physician may be required.

Refusal to submit immediately to a drug and alcohol analysis when requested by City management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and may be grounds for discipline, up to and including termination.

Employees reasonably believed to be under the influence of alcohol, unlawful drugs or controlled substances shall be prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

REHABILITATION

The City of Santa Fe Springs is committed to providing reasonable accommodation to employees with an alcohol, drug or substance abuse problem. Accordingly, the City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or substance abuse. Participation in the EAP is confidential. Employees should contact their supervisor, Department Head, or the Human Resources Office for additional information.

GROUND FOR DRUG TESTING

The City requires drug testing under the following circumstances: pre-employment physicals, promotional physicals, and "for cause" with reasonable suspicion.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of unlawful drugs, controlled substance or alcohol which impairs the employee's ability to perform his/her job functions or ability to perform his/her job safely. The following, alone or in combination, may constitute reasonable suspicion depending on the circumstances:

- Involvement in a workplace accident where it appears the employee's conduct is at fault;
- Physical altercation;
- Verbal altercation;
- Unusual behavior;
- Possession of alcohol or drugs;
- Physical impairment such as slurred speech, unsteady gait, inability to walk a straight line, shaking, erratic movement or glazed, dilated pupils;
- Apparent disorientation or confusion without apparent reason;
- Alcohol odor on breath;
- Information obtained from a reliable person with personal knowledge;

- Unsafe work behavior that endangers the employee, fellow employees, or the public, such as reckless handling of equipment or City vehicles.

Managers and supervisors will, when possible, get approval from the Human Resources Office prior to ordering an employee to submit to a drug/ controlled substance and/or alcohol analysis. Where there is a reasonable suspicion that the employee is then under the influence of alcohol, controlled substance or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

An employee who refuses to submit to a drug/controlled substance or alcohol analysis upon request shall be reminded by the supervisor of the requirements and consequences of this policy.

Managers and supervisors shall not physically search an employee, or search his/her personal possessions, without the subject employee's voluntary written consent. An authorized search of the subject employee's personal property must be performed in the employee's presence.

ALCOHOL AND DRUG ANALYSIS

The drug/controlled substance and alcohol analysis may test for any substance which could impair an employee's ability to perform the functions of his/her job effectively and safely, including but not limited to prescription medication, opiates and its derivations (e.g., heroin, codeine, and morphine), cocaine, phencyclidine (PCP), marijuana, benzodiazepines (e.g., Valium and Librium), barbiturates, alcohol, and amphetamines/methamphetamines.

DRUG RESULTS

1. Pre-Employment Physical

A positive result from a drug, controlled substance and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs, controlled substances and/or alcohol could affect requisite job standards, duties or responsibilities.

If a drug screen is positive, the job applicant must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug screen. The medical prescription must be in the tested applicant's name. The applicant may not be hired if: (a) the prescription is not in the applicant's name, (b) the applicant does not provide acceptable verification, or (c) the drug is one that is likely to impair the applicant's ability to perform the job duties.

2. During Employment Physical or Drug, Controlled Substance or Alcohol Tests

A positive drug, controlled substance and/or alcohol analysis may result in discipline, up to and including termination.

If a drug screen is positive, the employee must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug

screen. The medical prescription must be in the employee's name. The employee may be subject to discipline, up to and including termination if: (a) the prescription is not in the employee's name, (b) the employee does not provide acceptable verification, or (c) the employee had not previously notified his/her supervisor of the prescription drug.

ACTIONS AFTER TESTING

If an alcohol or drug analysis is positive, the City shall conduct an investigation to gather all related facts. The decision to discipline shall be carried out in conformance with City personnel rules and regulations.

CONFIDENTIALITY

Laboratory reports and results will be placed in a separate confidential medical folder that will be securely maintained by the Human Resources Office.

The test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

Disclosure of test reports or results without the tested employee's consent may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the City and the employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for the diagnosis or treatment of the tested employee who is unable to authorize such disclosure.

City of Santa Fe Springs
Electronic Media
(Revised February 9, 2006)

POLICY:

Definition of Electronic Mail (e-mail):

E-mail is defined as the electronic mail system used by employees to communicate information that would otherwise be in the form of a conversation, telephone conversation, or written documentation. The City's e-mail system exists solely for the purpose of conducting City business, and is not intended for personal use. However the incidental use of electronic mail that may contain non- City related matters is permitted. This incidental use should be limited, and must not interfere with employee productivity.

Records Management:

Those E-mail messages which are intended to be retained in the ordinary course of City business and recognized as official records by the California Public Records Act, should be stored in an electronic file folder outside the e-mail system (such as your personal hard drive and/or network system drive) or printed and the hard copy filed in the appropriate subject file. Such e-mail messages will be subject to the City's Record Retention Schedule and may become public records unless exempt from disclosure under other applicable provisions of the Public Records Act (example: personnel files, attorney-client communications, etc.) In addition, e-mail items are also subject to the Brown Act, therefore all e-mail discussions between elected officials must follow the Brown Act guidelines.

E-mail messages that are deleted by the user will be electronically deleted by Technology Services from all computer devices and systems on the 45th day after receipt.

Privacy:

The following privacy guidelines are established to ensure the protection of the City of Santa Fe Springs in accordance with all Federal and/or State regulations. Confidentiality is not provided for on the e-mail system. Accordingly, employees should have **no expectations** of privacy in their e-mail messages (or any other data files residing on City owned hardware), whether sent or received.

While e-mail messages and other data files will not be routinely monitored, the City reserves the right for authorized staff to access and review all e-mail messages and data files on the City's information systems at any time. Reasons for doing so include but not limited to:

- Retrieving lost data.
- Recovering from system failures or monitoring system performance.
- Complying with lawful requests for information.
- Ensuring that City information systems are being used in accordance with this policy.

Employees of the City of Santa Fe Springs, who are approved for access to any of the city's computer systems, or have access to any of the city personal computers are bound by the policies and procedures stated herein. By accepting access and signing on to the system, you agree to abide by these policies.

Access Limitations:

While the City reserves the right to access and review all data on its information systems, no employee, including Director of Technology Services, Technology Services Staff, or independent contractor is allowed to access e-mail or other data files for other than business purposes.

Prohibited Use of Electronic Mail:

E-mail messages may not be used in any manner that violates City rules, policies and procedures. E-mail shall not be used for any illegal, offensive or harassing purposes. Inappropriate, illegal or offensive use of the E-mail system can result in disciplinary action up to and including termination.

Prohibited use of the E-mail system includes and is not limited to, the following activities:

- Transmittal of anything in violation of any federal, state or local law, ordinance or regulation.
- Misrepresentation, under any circumstances, of an employee's true identity
- Compromise the integrity of the City and its business operations in any way.
- Break the law by sending chain letters or copies of documents in violation of copyright laws, or by committing any other illegal acts.
- Contain offensive, abusive, threatening or obscene language or graphics.
- Violate the City's affirmative action or sexual harassment policies by including content that is sexually explicit or could be construed as discriminatory based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.
- Transmittal of a security code or password
- Distribution of chain letters and spam
- Advertise or promote commercial ventures, religious beliefs or political causes.
- Result in private gain or advantage for the employee (such as conducting business related to economic interests outside of City employment); or violate the City's ethics policy.
- Downloading of entertainment software or games, including participation in Internet gaming.

Receipt of Inappropriate Electronic-Mail:

If you receive an inappropriate email message under these guidelines, please contact your department head or the Director of Finance and Administrative Services or the City Manager.

Email Guidelines:

Employees who are granted E-Mail access are required to abide by the following guidelines. Employees are to:

1. Remember that they are representing the City through their communications both internally and externally, and it is critical that they maintain a positive image for both themselves and the City.
2. As a good business practice, E-Mail is to be checked at least once each work day and messages responded to promptly.
3. Capitalized words should only be used to emphasize an important point. Capitalizing whole words are generally considered shouting.
4. Be professional and careful of what is said about others. E-mail is easily forwarded and blind copied.
5. Be cautious when using sarcasm and humor, without face to face communication, humor may be viewed as criticism or harassment.
6. The maximum mailbox limit you have is 200 megabytes. You can check the size of your mailbox by clicking tools on the menu bar and select the mailbox cleanup item.
7. You are limited to a maximum of 10 megabytes when sending an email internally or externally.
8. You are limited to a maximum of 10 megabytes when receiving an email internally or externally.
9. When sending out an email, please limit the use of fancy graphics or backgrounds or animated icons/graphics. They are not necessary and take up unwanted disc space and bandwidth. Remember, not all employees are connected to the network via high bandwidth connection.
10. When sending out an e-mail with a file attachment, take care of the size of document. Not all employees are connected to the network via high bandwidth connection. A simple email with a 1 megabyte file attachment can take up to 30 minutes to open up depending on the bandwidth.
11. Tag each email with your name, title, email address, and your telephone number.
12. Do not send a message that you would not want published. It is common for an innocent note to be misconstrued, causing embarrassment or liability to the user or to the City.
13. Work out problems face-to-face, not on E-mail.

14. Protect your password, and always log off when not using the system.
15. Technology staff will change your password on a regular basis (annually).

**City of Santa Fe Springs
Harassment, Discrimination and Retaliation Policy
(Revised February 9, 2006)**

POLICY:

Because it is unlawful to engage in workplace harassment, discrimination and retaliation, the City has a strong commitment to provide a work environment that is free of harassment, discrimination and retaliation. The City has zero tolerance for these unlawful acts by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public.

The City prohibits harassment and discrimination based on an individual's race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality). The City also prohibits harassment in any form, including verbal, physical or visual harassment.

In addition, the City prohibits retaliation against an individual for filing a complaint or participating in the complaint investigation and resolution process.

POLICY COVERAGE:

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

This policy prohibits employer officials, officers, employees, volunteers or contractors from harassing, discriminating and retaliating against applicants, officials, officers, employees, volunteers, contractors, vendors, invitees and members of the public because: (1) of an individual's protected classification, (2) of the perception that an individual has a protected classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

Individuals found to have violated this policy are subject to disciplinary action up to and including termination.

DEFINITIONS

1. Protected classifications: race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality).
2. Harassment may include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts or even members of the public. Prohibited harassment includes but is not limited to the following types of behavior that is taken because of a person's protected classification:

- a. Speech, e.g., epithets, derogatory comments or slurs and propositioning on any of the above enumerated bases.
- b. Physical acts, e.g., leering, making sexual gestures, offensive touching or assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on any of the above enumerated bases.
- c. Visual insults of harassment, e.g., derogatory posters, cartoons, or drawings on any of the above enumerated bases.
- d. Sexual favors, e.g., unwanted sexual advances, requests for sexual favors and/or other conduct of a sexual nature which occurs under the following circumstances:
 - i. Submission to such conduct is explicitly or implicitly made a term or condition of employment/volunteering; or
 - ii. Submission to or rejection of such conduct is used as the basis for employment decisions affecting the employee, applicant or volunteer status; or
 - iii. Such conduct has the purpose or effect of substantially interfering with the individual's performance and/or creating an intimidating, hostile or offensive working/volunteer environment.
- e. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- f. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- g. Simply because no one has complained about a joke, gesture, picture, physical contact or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- h. Even visual, verbal and/or physical conduct between two individuals who appear to welcome it can constitute harassment of a third individual, i.e., applicant, officer, official, employee, volunteer, contractor, vendor, invitee or member of the public who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

3. Discrimination is treating individuals differently because of the individual's protected classification as defined in this policy.

4. Retaliation is adverse conduct which is taken because an applicant, employee, volunteer,

contractor, invitee or member of the public has reported harassment or discrimination, or has participated in the complaint and investigation process.

- a. Adverse conduct includes: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.
- b. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

COMPLAINT PROCEDURE

1. An applicant, employee, volunteer or independent contractor who believes that he/she has been harassed, discriminated against or retaliated against should immediately submit a written and/or verbal complaint to the City regarding the facts of the incident(s) and the name(s) of the individual(s) involved. There is no need to follow the chain of command:
 - a) Immediate supervisor;
 - b) Any supervisor or manager within or outside of the department;
 - c) Department Head; or
 - d) Human Resources Manager.
2. If the complaint is against a Department Head, the complainant submits his/her complaint directly to the City Manager.
3. A supervisor or department head who receives a complaint, or otherwise becomes aware of a violation of this policy, must immediately notify the Human Resources Manager about the complaint and/or policy violation. Failure to do so may result in disciplinary action, up to and including termination.
4. Upon receiving notice of a complaint alleging harassment/discrimination/retaliation, the Human Resources Manager, or another individual designated by the City Manager, shall:
 - a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: i) the complainant; ii) the accused harasser; and iii) other persons who have relevant knowledge concerning the complaint.
 - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- c) Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
5. If conduct in violation of this Policy occurred, the Human Resources Manager or another individual designated by the City Manager, shall:
- a) Take and/or recommend to the appointing authority prompt and effective remedial action where the action is commensurate with the severity of the offense;
 - b) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation; and
 - c). Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
6. If the complaint is against a patron of City services, the City will take reasonable steps within its power to investigate and remediate the problem.

INVESTIGATION

City employees, volunteers, contractors, officers and officials who are interviewed during the course of an investigation of any harassment/discrimination/retaliation complaint are prohibited from discussing the substance of their interviews, except as otherwise directed by a supervisor or the Human Resources Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

The City of Santa Fe Springs will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings or to comply with the law or a court order.

CONFIDENTIALITY

Confidentiality will be maintained to the extent possible. However, complete confidentiality is not possible because the City must fully investigate and has the duty to take effective remedial action.

CITY OF SANTA FE SPRINGS INJURY AND ILLNESS PREVENTION PROGRAM POLICY STATEMENT

It is the policy of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels.

It is the intent of the city to comply with all laws. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

The personal safety and health of each City employee is of primary importance. Prevention of occupational injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical safeguards necessary for personal safety and health, in keeping with the highest standards.

Management will maintain a safety and health program conforming to the best practices of municipalities. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can safety program in the best interest of all be established and preserved.

The City's objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum.

The safety and health program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting safety and health inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment, and instructions for use and care.

- Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what cause it and correcting the problem so it won't happen again.

The City recognizes that the responsibilities for safety and health are shared:

- The employer accepts responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encourage to make recommendations for increasing workplace safety.

City of Santa Fe Springs
Military Leave
(Revised February 9, 2006)

POLICY:

Military leave will be granted to all employees in accordance with state and federal laws. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. The request for military leave shall state the date when the leave of absence begins and the anticipated date of return.

WAGES AND BENEFITS:

- A. An employee who is on temporary military leave, and who has been in City service for at least one year, is entitled to receive his/her full compensation for the first 30 calendar days of such leave provided that the period of ordered duty does not exceed 180 calendar days. Such compensation shall not exceed 30 days in any one fiscal year. In determining the one year of City service, all service of said employee in a recognized military service shall be counted as City service. The City is not legally responsible for compensation for inactive duty training; therefore, an employee on temporary military leave for inactive duty training is not eligible to receive compensation.
- B. An employee's benefits, vacation, sick leave, holiday privileges, seniority, etc., will continue to accrue while on temporary military leave in the same manner as if the employee were working for the City during that time. However, an uncompleted probationary period, if any, must be completed upon reinstatement as provided by law or City rules and regulations.
- C. An employee who has been ordered to military duty and is on military leave, other than temporary military leave, and who has at least one year service with the City before the date that his/her military leave begins, shall be provided with full compensation for the first 30 calendar days of military leave in any one fiscal year. However, an employee who is ordered to active duty as a member of the National Guard shall receive his/her full compensation for the first 30 calendar days of military leave, regardless of the length of his/her service with the City.
- D. An employee on military leave for the purpose of active duty, except as a member of the National Guard, shall not accrue sick leave or vacation while on such leave. An employee who is ordered to active military duty as a member of the National Guard shall accrue vacation and holiday privileges during his/her military leave, but not sick leave, as if he/she had not taken military leave.
- E. An employee returning from military leave is entitled to non-seniority based rights and benefits as are generally provided by the City to employees having similar seniority, status and pay who are on furlough or non-military leave of absence under a contract, agreement, policy, practice, or plan in effect at the time of his/her military service or established while the employee performs military service.

RE-EMPLOYMENT:

- A. An employee on military leave is entitled to be reinstated to his/her previous position (or a position of similar seniority, status and pay) with the City upon termination of his/her military duty. If no position exists, then the returning employee shall have the same rights that he/she would have had if he/she occupied the position when it ceased to exist and he/she had not taken any military leave of absence.
- B. The returning veteran shall provide his/her Department Head with oral or written notification of his/her request for reinstatement. The returning employee must also submit proof that he/she received a discharge from military service that was not dishonorable. A dishonorable discharge from military service would require review by the City Manager.
 - 1. Employees returning from active military duty must seek reinstatement with the City within six (6) months after returning from active military duty.
 - 2. If an employee is hospitalized, convalescing or recovering from an illness or injury incurred or aggravated during the active duty, the employee must report at the end of the period needed for recovery up to two years, unless the ability to report within the two year period is made impossible or unreasonable due to circumstances beyond the employee's control.
 - 3. The right to reemployment does not extend to an employee who fails to return to his/her job position within twelve (12) months after the first date that he/she could terminate his/her active military service.
- C. The City may refuse to reemploy a returning service member for the following reasons:
 - 1. The City's circumstances have changed so much as to make the reemployment impossible or unreasonable.
 - 2. The reemployment would cause undue hardship on the City.
 - 3. The employment from which the person left was for a brief, non-recurrent period and there is no reasonable expectation that the job would continue indefinitely or for any significant period.

**City of Santa Fe Springs
Workplace Violence/Security
(Revised February 16, 2006)**

PURPOSE

To establish a safe working environment through prevention, control, response and evaluation of violence in the workplace; to educate and train City personnel on how to properly respond to potential and actual violations of the City of Santa Fe Springs' Violence in the Work Place Policy.

POLICY

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City intends to maintain this commitment with a policy of "**zero tolerance**" to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace.

All acts of violence or force, either threatened or actual, are prohibited and shall be met with disciplinary action, up to and including termination and criminal prosecution. These include acts directed toward elected officials, employees, volunteers, contractors, or the public, either on public or private property. The City further prohibits the presence, possession, exhibition or the carrying of firearms, knives, crossbows, explosives, hazardous materials, or other weapons which are prohibited by law, whether concealed or not, at or in the workplace. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State law.) Exception: Fire Safety personnel, Public Works Maintenance and Inspectors, and Home Repair Crew may utilize knives that meet the following requirements:

1. The blade must fold. No fixed blade is permitted.
2. The maximum blade length in the open position is 4". The maximum blade width is 1".
3. The blade shall have only one edge designed for cutting (no two-edged blades).
4. The cutting edge may have no more than 1 ½" of serrations. The serrations must be at the proximal end of the blade (near the handle) and must be continuous.
5. The knife may not be carried in a concealed location. It must be carried in its casing (folded).
6. Carrying of more than one knife is prohibited.
7. The knife must be commercially available.
8. The knife is to be used as a tool. Use of the knife as a weapon is prohibited.

The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any difficulties that may arise. When such difficulties become known, departments should inform affected employees of the services provided by the EAP.

I. SYMPTOMS OF POTENTIAL VIOLENT BEHAVIOR:

- Increased use of alcohol and/or illegal drugs.
- Unexpected increase in absenteeism.
- Noticeable decrease in attention to appearance and hygiene.
- Explosive outburst of anger or rage without provocation.
- Depression/withdrawal.
- Suicidal: comments about "putting things in order" and the impact on others in case of his/her permanent departure.
- Comments approving publicly reported incidents of workplace violence, "I wish I could do that (bland) too".

- Frequent, vague physical complaints.
- Noticeably unstable emotional responses.
- Behavior which suggests paranoia such as "everybody is against me".
- Talking about previous incidents of violence (may include child/spouse abuse and barroom-type fighting).
- Increased mood swings.
- Inappropriate comments to co-workers and supervisors about other employees or situations.
- Resistance and overreaction to changes in procedures and policies.
- Repeated violations of company policies.
- Increase of unsolicited comments about firearms and other dangerous weapons, violent crimes, and empathy with individuals committing violence.
- Escalation of domestic problems.
- Loner, effective socially.

II. DEFINITIONS:

- A. Weapon - any item, tool or object which can be used as a dangerous weapon, including those which are defined as such by law.
- B. Workplace Violence - violence in which an individual inflicts, or threatens to inflict, on others at the place of work, damage to property, serious harm or injury to a person, or death.
- C. Violence - any acts or attempt to frighten, intimidate, injure, damage or destroy another person or property, e.g., gestures, innuendos, intimidation, physical force, retaliation, self-prediction of loss of control, stalking, strong negative feeling/emotion or written/verbal threats.
- D. Threat - a direct or implied oral or written statement expressing intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. The following are some examples, but not an inclusive list, of behaviors that may be considered threats:
1. Striking, punching, slapping or assaulting another person
 2. Fighting or challenging another person to fight
 3. Actions or works tending to provoke reaction
 4. Grabbing, pinching or touching another person in any m1invited/unwanted way
 5. Engaging in dangerous, threatening or uninvited horseplay
 6. Possession, use, or threat of use, of a gun, knife or other weapons of any kind on City property, including parking lots, other exterior premises, vehicles, or while engaged in activities for the City in other locations. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State Law.)
- E. Harassing Conduct - a direct or implied oral or written expression of intent to cause emotional and/or physical harm. The following are some examples, but not an inclusive list, of behaviors that may be considered harassing conduct:
1. Teasing and practical jokes that cause anger or humiliation
 2. Intimidation, bullying
 3. Angry outbursts
 4. Verbal abuse, name calling, biting sarcasm, or obscene language
 5. Threats (verbal, written or gestured)
 6. Harassment (general or sexual)
 7. Throwing or breaking objects
 8. Romantic obsessions and stalking

- F. Self-expression - all individuals have the right to self-expression; however, the City has a "zero tolerance" policy toward all expressions of violence or potential violence. Because intent may not always be discerned by co-workers, no employee of the City shall joke about physical acts of violence.
- G. Threat Management Team - an organized group of individuals/positions whose responsibility it is to manage and mitigate workplace violence issues. The team is comprised of the following: City Manager, Director of Finance and Administrative Services, Human Resources Manager, Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and alternate support personnel.
- H. Police Services Crisis Incident Team - an organized group of sworn and non-sworn City and contract law enforcement personnel whose responsibility it is to respond to community violence issues. The team is comprised of the following positions: Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and a dedicated Whittier Police Sergeant.

III. LEVELS OF VIOLENCE:

A. Level I

1. Spreads malicious rumors or gossip to harm others
2. Is constantly swearing at others
3. Refuses to obey City policies and procedures or to cooperate with their supervisor
4. Consistently argues with co-workers
5. Makes unwanted sexual comments or overtures
6. Is belligerent toward other employees, customers or clients

B. Level II

1. Expresses threats of suicide
2. Argues increasingly with customers, vendors, co-workers, and management
3. Expresses intent to sabotage equipment and/or steal property
4. Expresses intent to hurt co-worker and/or management
5. Sends sexual or violent notes to co-worker and/or management
6. Engages in physical touching of a sexual nature
7. Engages in stalking
8. Participates in a physical altercation
9. Expresses threat
10. Displays firearms, knife, explosive or weapon

C. Level III

1. Recurrent suicidal or homicidal threats
2. Recurrent physical altercations
3. Destruction or improper use of property
4. Sabotage of equipment or theft of property
5. Use of weapons or other objects that cause harm
6. Acts of murder, rape, or other violent acts

IV. RESPONSIBILITIES:

A. Levels I and II

1. Supervisors and Managers - it is the responsibility of all managers and supervisors to ensure that a safe workplace exists. In the event of a direct or implied threat, or an act of violence, the immediate supervisor or responsible person shall:
 - a. Immediately inform the employee who was threatened, that threats or acts of violence will not be tolerated, and that an investigation will take place.
 - b. Immediately inform the accused employee that threats or acts of violence will not be tolerated and disciplinary action may follow. The employee should be strongly encouraged to access the services of the EAP.
 - c. Avoid escalating the situation by making counter threats or humiliating the employee who is allegedly threatening violence.
 - d. Evaluate the need to remove the employee who allegedly made the threat or committed the act of violence from the workplace.
 - e. If the accused employee makes a threat and presents a danger by their presence on the job, the employee shall be required to leave the workplace immediately. (The Human Resources Office shall subsequently determine the pay status of the employee.)
 - f. Take reasonable steps to prevent escalation of threats or acts of violence.
 - g. Conduct a full investigation of the facts by gathering information from individuals who were at the scene where the alleged threat or act was committed. (IV.A.3)
 - h. Supervisors and management will immediately take measures, appropriate for the situation, to prevent harm to persons or property.
 - i. When appropriate, the local law enforcement agency will be called for assistance. (IV.B.3)
 - j. Supervisors or Department Heads will immediately contact the Human Resources Office for assistance or appropriate action to take before the employee can return to work or to seek guidance for the conduct of the investigation.
2. Employees - every employee is responsible for compliance with this policy, and to report any and all acts or threats of violence immediately to department management without fear of reprisal. The report of an act or threat of violence should include at a minimum the information listed in "Investigations, Section C" described below. In addition, employees will adhere to the following:
 - a. All threats need to be reported and taken seriously. Employees who become aware of an allegation that a threat may have been made will promptly notify department management of the details of the alleged threat.
 - b. In the event an employee obtains a restraining order against another person, the employee is required to report this information and provide written documentation to department management and Police Services to ensure a safe workplace. A description of the individual (photograph if available) whom the restraining order is filed against should also be provided to department management and Police Services. Under certain circumstances, the City can offer

assistance in obtaining a restraining order against persons who are harassing, threatening or stalking employees.

- c. Get copies of restraining orders if the individual appears at City facility and allow employees to be informed of the provisions of the restraining order such as distance limitations.
- d. If an individual, who has allegedly made a threat, unexpectedly arrives at the workplace, the employee making the observation shall notify their supervisor who will then advise the Department Head and call for law enforcement assistance, if needed.

3. Investigations - all reported acts of threats of violence will be investigated by the Whittier Police Department, Police Services Department, with the assistance of the Human Resources Office.

- a. Prior to beginning any investigation, the investigating officers must become aware of the employee's rights in such circumstances. This shall be done prior to the interviewing of any witnesses or accused employee.
- b. Through regular fact-finding procedures, document what was said and what was heard when the alleged threat was made:
 - (1) Who committed the act of violence and the names of any victims or witnesses?
 - (2) What was said or done (be as accurate as possible)?
 - (3) When did the incident occur?
 - (4) Where did the incident take place?
 - (5) Why was the act committed?
- c. Collect written statements from everyone involved. Take pictures of personal injuries and/or property damaged.
- d. The Human Resources Office shall maintain files and records relating to workplace violence.

B. Level III

1. Supervisors and managers:

- a. Call 911 and request assistance
- b. Assist the responding agencies as directed by containing the area and providing necessary information
- c. Notify the Department Head and the Human Resources Office of the incident and action taken
- d. Document all pertinent information and assist the Human Resources Office and Threat Management Team with the administrative investigation

2. Human Resources Office:

- a. Dispatch a representative to the incident location to work with the responding law enforcement, fire agencies and Police Services' Crisis Incident Team.
- b. Activate the Threat Management Team and the Police Services Department's Crisis Incident Team.
- c. Work with responding agencies/departments to obtain all necessary facts and evaluate the situation for the best course of action, e.g., the closure of City facilities or services for a period of time, sending employees home, and/or immediate disciplinary action.
- d. Assist traumatized or affected employees as needed by coordinating immediate non-emergency transportation, trauma assistance, contacting Police

Services' Crisis Incident Team, family members or next-of-kin, if needed.

- e. Ensure that appropriate safety procedures are followed for risk management purposes.
- f. Keep appropriate management personnel and City Attorney, if necessary, apprised of the situation at hand.
- g. At the end of the incident, coordinate the administrative investigation with the appropriate departments, Threat Management Team, and support personnel.
- h. Assess the need for and coordinate follow-up crisis counseling and employee assistance with the Threat Management Team and Police Services' Crisis Incident Team.

3. Department of Police Services:

- a. Take action to mitigate any immediate danger
- b. Assess the need for police intervention in a non-emergency situation
- c. When applicable, complete a police report
- d. Advise the victim of the option to obtain a civil restraining order against the identified suspect(s)
- e. Facilitate appropriate searches for dangerous weapons on City property or pursuant to a criminal or administrative investigation
- f. Advise all parties that the criminal investigative interviews take precedence over administrative interviews of the involved parties
- g. Provide or obtain professional counseling for victim(s)
- h. Advise and dispatch Crisis Incident Team

4. Fire Department:

- a. Provide immediate medical treatment, if needed
- b. Coordinate additional fire/medical responses. *All direction of fire/police/ medical will be through their respective chains of command. Firefighters and emergency personnel shall not enter an unsecured location to address first aid and other property/life threatening conditions until they are advised that it is safe to enter by the police.
- c. Maintain an update of the status of the incident

5. City Attorney

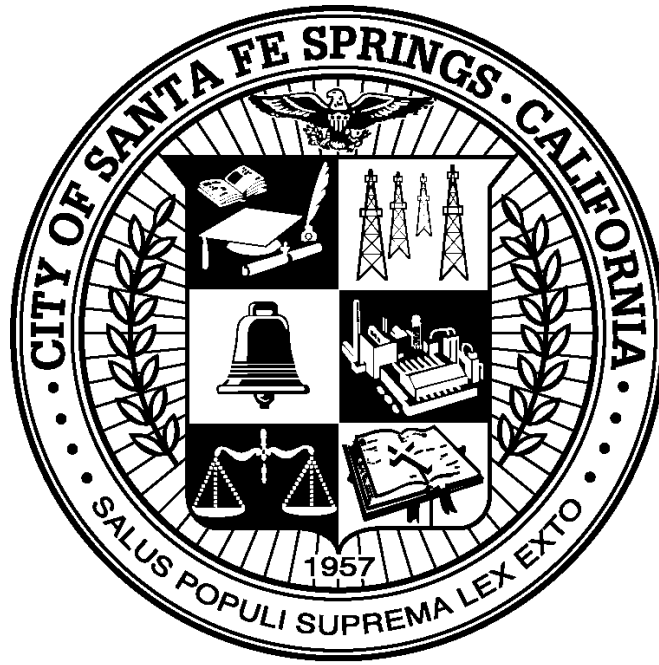
- a. Upon notification of the incident, assess the need for legal assistance
- b. Make contact with City Manager and Human Resources Office
- c. Assist with administrative investigation by reviewing facts and evidence, and directing staff on course of action
- d. Advise staff on legal issues to protect the City from potential claims and litigation, e.g., personnel, safety, medical and political issues

6. Threat Management Team:

As necessitate by the seriousness of the incident, the Human Resources Office may assemble the Threat Management Team to establish protocol in the event of a threat or violent incident that includes, but is not limited to:

- a. Evaluating potential violence programs

- b. Assessing an employee's fitness for duty through a mental health professional and Director of Intervention Services
- c. Selecting intervention techniques to include defusing and debriefing
- d. Establishing a plan for the protection of co-workers and other potential targets
- e. Coordinating with affected parties such as victims, witnesses, employees' families, media, or law enforcement personnel
- f. Referring victims to appropriate assistance and community service programs
- g. Assuring that immediate and ongoing counseling is available to traumatized individual(s) and their families.



MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION, Inc.
AFL-CIO Local 3507

July 1, 2021– June 30, 2024

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Preamble

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City and its representatives and the local fire employees covered under this MOU and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

Article I. **Recognition and Rights**

Section 1. Representation and Duration

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Firemen's Association, Inc. affiliated with the International Association of Firefighters and recognized therewith as Santa Fe Springs Firefighters Union Local 3507 (hereinafter referred to as the Association) representing Fire Safety Unit, Environmental and Chief Officers Unit/Fire Management (Fire Chief & Battalion Chiefs)

The term of this MOU agreement shall be effective July 1, 2021 through June 30, 2024, and for the duration of any agreed upon extension.

Section 2. Recognition

Pursuant to the provisions of City Council Resolution No. 3005, the City recognizes the Association as the exclusive bargaining representative with regards to the meet and confer process relating to wages, hours, and other terms and conditions of employment contained in this MOU. The job titles represented by the Association are those identified in Appendix A. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500, et.seq.

Section 3. Release Time

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be taken out of a response mode to the extent possible. Association Board members will be granted reasonable time-off without loss of pay but for not more than two consecutive 24-hour shifts at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences. Approval by the Fire Chief and City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best-faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

Section 4. Labor Relations Committee

A Labor Relations Committee composed of two City representatives, two Association representatives and the Fire Chief or their designee may meet at a mutually agreed upon frequency to discuss workplace issues regarding wages, hours and working conditions, or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9.)

Section 5. Bulletin Board Space

The Association will be permitted to maintain at each station and in an area accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

Section 6. Employee Orientation/Employee Information

Pursuant to Government Code §3358 and in compliance therewith, the City will notify the Association's President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Association President with the new employee's name, job title, department, work location, work email, and work phone numbers. No other information from the City is being requested by the Association even though the Association may be entitled to such additional information under law. The Association reserves the right to request more frequent represented employee information as required.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Association shall be permitted one (1) hour for each orientation session to privately talk to new bargaining unit members to explain the rights and benefits under the MOU.

The City will provide the Association President a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, work email, and work phone number.

Section 7. Association Dues Deduction

The City shall deduct from each paycheck of unit employees the regular [periodic] membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association. Such deductions shall be made only when the Association member's earning for a pay period are sufficient after other legally required deductions are made. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each

pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

The City shall remit the total amount of deductions to the Association within thirty (30) days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of fifteen (15) days prior to change to accommodate changes to payroll.

The Association shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Article II. **Management Rights**

Section 1. General Provision

The exclusive rights of the City include, but are not limited to, the right to determine the mission of its constituent departments, divisions, or commissions and boards; set standards of service and municipal fees and charges; determine the procedures and standards of selection for employment, assignment, transfer, and promotions; direct its employees; take disciplinary actions; relieve its employees from duty for legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work. The City is in no way precluded from seeking alternative ways of providing fire service if the City Council deems it is in the City's best interest to do so including, but not limited to, entry into the Los Angeles County Fire Protection District, consolidation with one or more municipal fire departments, and the possible closure of or combination of one or more fire stations.

The parties recognize that there are existing ordinances, resolutions, and policies relating to benefits and other conditions of employment and the same are not affected by this Agreement except as provided herein. The City agrees not to reduce or abridge the level of supplemental benefits currently available to all safety employees during the term of this Agreement without mutual consent.

The parties hereto recognize that the City shall and will retain the exclusive right to manage and direct the performance of City services and work force performing such services. The City and Association agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City as set forth in Section 6 of Resolution No. 3005 of the Santa Fe Springs City Council and such section is hereby incorporated by this reference and made part hereof as though set forth in full. (*Resolution No. 3005, PPPM 7-1 and 7-2*)

Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted, or dismissed whenever the employee's work or conduct

so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condition warrants, the Fire Chief may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee not on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. A safety employee on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

Section 3. Re-Opener

If state or federal law is adopted or documented evidence indicates a significant change in the City's financial conditions which adversely affects the City's capability to meet the terms of this agreement, any part or the total agreement can be open to the meet and confer process during the term of this agreement.

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2020, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.

Article III. **Work Period, Hours and Staffing**

Section 1. Work Period - 24 Hour Shift Schedule

The work period for Firefighters, Engineers and Captains on a 24 hour shift schedule shall be 24 consecutive 24 hour days commencing at 7:31 a.m. on the first day and ending at 7:30 a.m. on the 24th day. Safety employees not on a 24 hour shift schedule will work a seven day work cycle, commencing on Monday at 12:01 a.m. and ending the following Sunday at midnight. (*Res. # 5969, IX.1; 87-88, 88-89, 92-93, 01-02 MOU; PPPM 6-1.1*)

Section 2. Work Period - Not on 24 Hour Shift Schedule

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the Fire Chief, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. (*Res. # 5969, IX.1 and IX.2; 87-88, 88-89, 92-93, 04-05 MOU; PPPM 6-1.1*)

Section 3. Work Schedule – Suppression Employees

The work schedule for fire suppression employees will be a 48/96 work schedule whereby each employee will work two consecutive 24 hour shifts, or 48 straight hours, followed by four consecutive 24 hour days, or 96 hours, off from work. No employee shall work more than 120 consecutive hours without consent from the Fire Chief. Strike team deployment is exempt from this provision. Any employee who works 120 consecutive hours shall be required to take off at least 24 consecutive hours before being allowed to return to work. The Fire Chief and/or Battalion Chief reserves the prerogative to determine, at their discretion, whether an employee has become so fatigued or otherwise unable to perform the functions of their job. If it is determined that an employee has become so fatigued or unable to perform their duties, the Chief shall have the prerogative to relieve the employee from further duty and send them home on unpaid status. The employee may use accrued and unused vacation or flexible leave to cover the remaining portion of the scheduled shift if qualified relief is available to work.

Section 4. Suppression Staffing

The minimum level of staffing will be 15 fire personnel per shift. This will consist of one Battalion Chief, four Captains, four Engineers, two Firefighter/Paramedics and four Firefighters per shift.

Section 5. Station and Shift Transfer and Bid System

The following Station and Shift Transfer and Bid System will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs at the discretion of the Fire Chief.

Transfers may be initiated in two ways:

- Employee Requested
- Department Initiated

Employee Requested Transfers

A. Open Position Transfer:

- When a station and shift assignment has been vacated by annual bids, promotion, termination, retirement or severance of employment, it may be filled through the open position transfer process.
- Notice of vacancies shall be posted on Fire Department bulletin boards and department e-mail.
- Any employee desiring to fill a vacant position must submit a written request to the Administrative Battalion Chief within seven (7) calendar days of posting of the vacancy.
- If more than one employee requests to be transferred to an open position, consecutive seniority in current rank shall be the determining factor.
- The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting of the vacancy.
- An employee desiring a transfer to a vacant position that has been vacated for an extended period of time will submit their request to the Administrative Battalion Chief and follow the above procedures in filling the vacancy.
- If a position becomes available for an unknown extended period of time, an employee may temporarily request to transfer to the open position. When the employee creating the vacancy returns to his original assignment, the employee that moved to the temporary vacancy will return to any open available position. This employee will not have the option of returning to his original assignment prior to the temporary transfer if it has already been filled by another employee.
- The Fire Chief shall have the prerogative to either grant or deny a request for transfer.

B. Mutual Agreement Transfers:

- Employees of equal rank may request to switch or exchange their current assignments between themselves.
- Requests for transfers shall be submitted, in writing, through chain of command to the Administrative Battalion Chief.
- The Fire Chief shall have the prerogative to either grant or deny the request. The request, approved or denied, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

C. Annual Station and Shift Transfer and Bids:

The bidding process of the Station and Shift Transfer and Bid System will take place annually. Bidding will commence the Monday following the Thanksgiving holiday. Station and shift selection shall be open for bid according to the following:

- All classifications shall have the option of bidding for transfer to be effective in January of each year. The Captains will bid first followed by Engineers and then Firefighters. The most senior member of that rank will have first bid.
- The Fire Chief shall have the prerogative to approve or deny such requests. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.

- Upon the conclusion of the annual selection process, the senior Firefighter/Paramedic for each shift may select a remaining open position for the shift's third Firefighter/Paramedic to rotate to when not assigned to Station Four. Truck 811 is not an open selection for the Firefighter/Paramedic position.

Department-Initiated Transfers: The Department reserves the right to initiate transfer of personnel to meet the needs of the organization, taking into consideration concerns of employees. The decision to transfer, or the denial of a request to transfer, pursuant to all types of transfers mentioned herein shall not be subject to the grievance procedure or appeal process.

Section 6. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs, and with approval from the Fire Chief, the employee will report to Headquarters and work the remainder of the day, until 5:00 p.m., in a modified duty capacity. If the following day is the employee's regularly scheduled shift, the employee will report to Headquarters and work 8:00 a.m. – 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee will be required to report to Headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday through Friday, 8:00 a.m. to 5:00 p.m. A request to work a 4/10 work schedule or another schedule (including a 24 hour shift) to be approved by the Fire Chief at their sole discretion until the industrial medical provider returns the employee to regular duty. Safety employees shall not be assigned to another department unless both City and employee concur. For non-shift light duty assignments, seven days written notice of duties and restrictions shall be provided the employee. (PPPM 5-10.1 and 5-10.2)

The same process shall be used to schedule modified duty for employees whose medical status change, according to the industrial medical provider, regardless of the date of the injury. If the industrial medical provider recommends a change in status, such as from "unable to return to duty" to "able to return to modified duty," and, after approval from the Fire Chief and confirmation that modified duty is available, the employee will report to headquarters on his/her regularly scheduled shift, and work 8:00 a.m. to 5:00 p.m. If, the following day will be the employee's regularly scheduled shift, the employee will report to headquarters and work 8:00 a.m. to 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee is required to report to headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday thru Friday, 8:00 a.m. to 5:00 p.m. schedule, a 4/10 work schedule or another schedule (including a 24 hour shift) to be determined by the Fire Chief at his sole discretion until the industrial medical provider returns the employee to regular duty.

Article IV. **Wages and Compensation**

Section 1. Pay Plan

All employees will be paid on a bi-weekly basis. Payroll checks will be made available to employees

on the Thursday following the completion of each bi-weekly period. In the event that a payday falls on a holiday, payroll checks may be made available on the first day preceding the holiday. Direct deposit is also available to all employees. The City will directly deposit the payroll check into the employee's savings or checking account. Funds are normally available on Friday morning. (*Res. #5969, IV.13, PPPM 2-1.1*)

Section 2. Wages

Cost of Living Adjustments (COLA):

The City and the Firemen's Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, 2021, a four percent (4%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2022 -
 - a. a three percent (3%) cost of living adjustment (COLA).
 - b. a one percent (1%) additional cost of living adjustment (COLA), based on a contract amendment approved on June 21, 2022.
3. Effective the pay period that includes July 1, 2023, a three percent (3%) cost of living adjustment (COLA).

Merit Salary Adjustment: Upon certification by the Fire Chief that the employee's performance has been satisfactory or above, an employee receiving less than the maximum rate of base pay within the assigned range for the above classifications may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months services each in Steps A and in Step B and 1 year service each in Steps C and D.

Upon recommendation of the Fire Chief, the City Manager may appoint probationary Firefighters above Step A if they exceed minimum qualification requirements (education and experience) at time of appointment.

Fair Labor Standard Act (FLSA) special compensation included in base pay will be used in calculating other special compensation items.

Section 3. Paramedic Pay Rate

The City may establish classifications with corresponding salary ranges for the following positions: Firefighter/Paramedic Trainee, Firefighter/Paramedic I and Firefighter/Paramedic II. These classifications shall be considered equivalent to the Firefighter classification in terms of rank, authority and privileges in the chain of command.

The City shall promote a safety employee who enters paramedic training as a Firefighter/Paramedic Trainee, effective the first day of school. The City shall promote a Firefighter/Paramedic Trainee to

Firefighter/Paramedic I after one year of service as a certified Firefighter/Paramedic. The City shall promote a Firefighter/Paramedic I to Firefighter/Paramedic II upon recertification and completion of one year of service as a Firefighter/Paramedic I. Any Firefighter/Paramedic who does not maintain their certification will not be allowed to serve as a Firefighter/Paramedic and will be reverted back to the Firefighter classification until such time as the employee is recertified as a Paramedic.

Firefighter/Paramedics in any of the above three classifications, who are promoted to Fire Captain or Fire Engineer and maintain their Paramedic Certifications shall receive a monthly stipend of \$250. Those who receive the stipend will be expected to use their paramedic skills whenever necessary but most regularly when assigned to the Paramedic Assessment Unit. Failure to maintain the paramedic certification will result in the termination of the stipend. (Side Letter #3 MOU 2007-10)
Firefighter who has acquired a valid Paramedic license at his own time and expense, may be appointed as a Firefighter Paramedic Trainee at the sole discretion of the City.

Section 4. Educational Pay

Fire Safety Unit & Chief Officer's Unit (Non-Environmental)

Employees will be eligible for all educational pay at time of hire with the Fire Chief's recommendation. All classes required for the California State Fire Marshal's Chief Fire Officer Curriculum must be submitted to the Fire Chief for approval.

- A. Employees who have received an Environmental Certificate or Bachelor's Degree from an accredited university, or completion of Chief Fire Officer coursework, shall receive an additional 3.01% of base pay.
- B. Employees who have met any two (2) of the following three criteria shall receive an additional 3.10 of base pay on top of the 3.01% above:
 - a. Environmental Certificate from an accredited university
 - b. Bachelor's Degree from an accredited university
 - c. Completion of Chief Fire Officer coursework

Chief Officer's Unit

Employees will be eligible for Master's educational pay at time of hire with the Fire Chief's recommendation.

- A. Master's Degree Incentive: Employees in the Fire Management Unit who have a Master's Degree from an accredited university, shall receive a 5% incentive. This incentive is a stand-alone benefit and replaces the Bachelor Degree incentive.

Section 5. Educational Pay – Urban Search and Rescue (US&R) Stipend

The City shall pay \$300 per month to safety employees who complete the four required core US&R courses which are Rescue Systems I and II, Confined Space Rescue and Trench Rescue. (95-96, 05-06 MOU, PPPM 2-2.4h)

Section 6. Special Assignment Pay – Hazardous Materials Specialist Stipend

An employee qualified and certified as a Hazardous Materials Specialist will be eligible for a \$250/month stipend. When the State of California sets standards required to maintain the Hazardous Materials Specialist certification, the employee will need to meet the recertification standards to continue to be eligible for the stipend. (94-95, 95-96, 97-98, 05-06 MOU, PPPM 2-2.5a)

Effective 07/01/07, the City moved the Hazardous Materials Specialist Stipend of \$250 per month as part of base salary. The Hazardous Materials Specialist Certificate requirement will be a condition of continued employment for all represented positions within 24 months of employment. The extension of the 24 month period will be at the sole discretion of the Fire Chief. (MOU 2007-10)

Section 7. Special Assignment Pay - Bilingual

Bilingual pay may be paid to Firefighter, Firefighter/Paramedic, Engineer and Captain. To receive compensation, employees must be tested. Compensation is granted at the level designated:

	<u>Test</u>
Level 1 - ability to speak and understand basic Spanish, \$100/month	Oral test every 2 years
Level 2 - ability to speak and understand Spanish fluently, \$175/month	Oral test every 4 years
Level 3 - ability to speak, understand, read, write and translate Spanish fluently, \$250/month	Oral and written test every 4 years

The City shall designate one position in Fire Prevention and one position in Environmental Protection to be on the approved list of positions recognized by the City to receive bilingual pay. Each of these two positions will be eligible for bilingual pay up to Level 2 upon Department Head recommendation and successful completion of the bilingual testing process. (PPPM 2-2.5c, MOU 04-05)

Section 8. Special Assignment Pay – Self Contained Breathing Apparatus (SCBA) Testing and Maintenance

The City shall pay \$200 per month to one safety employee with an SCBA Coordinator Certificate and \$100 per month to one safety employee with an SCBA Technician Certificate. The Fire Chief shall designate the two employees who will receive this compensation. (CC Minutes 3-28-96, PPPM 2-2.5h)

Section 9. Special Assignment Pay - Administrative Captain

The City shall pay \$100 per month to three (3) Captains assigned by the Fire Chief to an administrative detail. The detail is limited to three individuals currently holding the rank of Captain and who are presently or have previously been on a Battalion Chief promotional eligibility list. This requirement may be waived at the Fire Chief's discretion. Payment will be made only during the Captain's tenure as an Administrative Captain. In order to maximize the training potential provided in this assignment, the Fire Chief may rotate or reassign Captains at the Chief's sole discretion. At no time will more than three Captains serve in this capacity simultaneously. (DRP memo 3-29-96,

PPPM 2-2.5j)

Section 10. Special Assignment Pay - Emergency Medical Services Coordinator

The Fire Chief may assign one Emergency Medical Services (EMS) Coordinator who will receive an EMS Coordinator stipend of \$200 per month. (04-05 MOU)

Section 11. Special Assignment Pay - Underground Storage Tank UST Inspections

The City shall pay \$250 stipend per month to three (3) fire safety employees assigned to the Environmental Protection Division who obtain, maintain and utilize UST Inspection certification in the scope of their employment.

Section 12. Special Assignment Pay – Fire Investigator

The City shall pay \$250 per month to three (3) fire safety unit employees assigned by the Fire Chief as a Fire Investigator. Training and education requirements shall be established by the Fire Chief, subject to City Manager approval, to ensure that those receiving the stipend either meet the current California State Fire Marshal Requirements for Fire Investigator or are actively working towards meeting such requirements.

Section 13. Acting Pay - Time Exchanges

An employee working in an acting position will receive credit for acting pay when time exchanges occur with a qualified relief. If the time exchange is with someone not qualified, the employee will not receive acting pay, and another qualified relief person will move into the acting position. Time exchanges shall not cause additional acting pay. When a time exchange occurs out of rank with someone who is not qualified to act in that position on a voluntary basis, a qualified relief shall move into the acting position without receiving acting pay. It is understood that, in order to maintain a flexible time exchange policy, anyone who does not wish to work in an acting position without compensation because of time exchanges will notify their Battalion Chief and the Firefighter's Association. (1980-81 MOU, PPPM 2-2.2c)

Section 14. Excellence in Performance Pay

The City Manager may approve a 5 ½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (PPPM 2-2.3)

Section 15. Longevity Pay

Association represented employees hired into a full-time position, are entitled to the following longevity increments. Longevity calculations are based on Unit Representation and Education Incentive pay for Fire Safety Unit and Chief Officer's Unit only.

Longevity Steps	Environmental Unit; Fire Safety Unit (without Education Incentive)	Fire Safety Unit; Chief Officer's Unit with Education Incentive Pay (Category A. 3.01).	Fire Safety Unit with Education Incentive Pay B; Chief Officer's Unit with Education Incentive Pay (Category B. 3.10%)
Step 1 @ 5 years	3.00%	3.09%	3.18%
Step 2 @ 8 years	6.00%	6.18%	6.37%
Step 3 @ 12 years	9.18%	9.46%	9.74%
Step 4 @ 16 years	12.36%	12.73%	13.11%
Step 5 @ 19 years	15.73%	16.20%	16.69%
Step 6 @ 22 years	19.10%	19.67%	20.26%
Step 7 @ 25 years	22.67%	23.35%	24.05%

Section 16. Temporary Pay

Temporary appointments will result in a one-step pay increase for the appointee. During the period of the appointment, the appointee will receive all other pay and benefits for which the employee would be entitled in the permanent classification. No merit step increases will be granted in the range for the temporary appointment. However, if a permanent employee receives a temporary appointment to a higher classification, e.g., permanent firefighter to temporary engineer, the employee is entitled to any step increases or supplemental benefits to which they would have been entitled in their previous classification, or to which regular appointees would otherwise be entitled. (PPPM2-2.13)

Section 17. Standby Compensation

Environmental Unit employees required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of any leave other than Holiday leave) will be paid \$70.00 for each day they are required to be on standby. Employee must be available for immediate response to a telephone call or a page and must report to the incident within one (1) hour. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. (80-81, 99-00, 05-07 MOU, PPPM 2-2.10a)

Section 18. Overtime Compensation

When necessary to perform essential work, the Fire Chief may require safety employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1 1/2) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to the positions of Captain, Fire Engineer, Firefighter/Paramedic and Firefighter. The maximum number of hours worked per work period paid at the regular rate shall be 182 hours. Sick leave shall be deducted from all hours worked in excess of 182 before overtime is paid for those hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 12 hours overtime in any 24 day cycle, the employee may take 12 hours off before the end of the 24 day cycle. (77-80, 80-81, 81-82, 82-83, 87-88 MOU, PPPM 2-2.9b)

The Fire Chief and Fire Battalion Chiefs are considered exempt from the overtime provisions of the Fair Labor Standards Act. Only Battalion Chiefs who perform overtime while on duty in a

suppression capacity are eligible to receive overtime compensation, which will be paid at straight time. Overtime will not be paid for any time worked by a Battalion Chief in excess of his normal schedule to attend meetings, training or travel time. (PPPM 2-2.9c). The Fire Chief is not eligible for overtime.

The parties agree to reopen the MOU during the term in order to address wage and special compensation CalPERS reporting issues which should be corrected in accordance with recommendations received from CalPERS. The corrections needed concern the reporting of base pay in the approved salary schedule separately from FLSA special compensation as part of the base for calculating other percentage-based incentives.

Section 19. Time Exchanges

In compliance with the Fair Labor Standards Act (FLSA), the trading of work time between employees shall be permitted under the following conditions:

- Traded time worked shall not be counted as additional hours worked per each 28 day work period.
- Traded time is done voluntarily by the participating safety employees.
- Traded time may be for any shift of an employee's regular work schedule.
- Traded time must be traded back within 12 months of its occurrence.
- Traded time must be approved by a superior officer as provided in the Fire Department's Rules and Regulations.
- Any additional procedures as set forth in the Fire Department's Rules and Regulations. (PPPM 6-11)

Section 20. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, will be paid at time and one-half (1 ½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (PPPM 2-2.11)

Section 21. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City agrees to match employee contributions into their deferred compensation plan (for a

maximum of 3%). The match will be at a rate of 1:1. To receive the City's maximum 3% match, the employee must contribute 3%. Employee contributions less than 3% are matched by the City at a proportional 1:1 ratio. (81-82, 86-87, 88-89, 91-92, 94-95, 05-06 MOU, PPPM 2-5.1)

Section 22. Cost of Living Data

The parties will use the March to March Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area for purposes of cost of living analysis.

Article V. **Retirement Benefits**

California Public Employee's Retirement System (CalPERS) Coverage. All full-time employees covered by this MOU shall participate in the CalPERS retirement plan.

Section 1. For Fire Safety, Environmental and Chief Officer's Unit employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 3% @ age 50 retirement formula.

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 3% @ age 50 Formula for Local Safety Member (Government Code Section 21362.2).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Cost Share – The employee's nine percent (9%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution" (EPMC).
4. Employee Contribution – Full-Time employees contribute nine (9%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
6. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
7. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
8. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500

- will be made to the retiree's survivor (Government Code Section 21620).
9. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
 10. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section 21635).
 11. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
 12. Military Service Credit as a Public Service (Government Code Section 21024).
 13. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
 14. Military Service Credit for Retired Persons (Government Code Section 21027).
 15. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
 16. Final Compensation – The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
 17. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
 18. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
 19. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 2. For Fire Safety, Environmental and Chief Officer's Unit employees hired between November 19, 2012 and December 31, 2012, or those that meet the CalPERS definition of Classic Members (Tier 2), the City shall provide the CalPERS 3% @ age 55 retirement formula.

The City shall continue to provide CalPERS Classic Members Tier 2 with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 3% @ age 55 Formula for Local Safety Member (Government Code Section 21363.1).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Contribution – Full-time employees contribute nine (9%) of their salary on a pre-tax basis.
4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500

- will be made to the retiree's survivor (Government Code Section 21620).
- 8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
- 9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section 21635).
- 10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
- 11. Military Service Credit as a Public Service (Government Code Section 21024).
- 12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
- 13. Military Service Credit for Retired Persons (Government Code Section 21027).
- 14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
- 15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
- 16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
- 17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
- 18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 3. For Fire Safety, Environmental and Chief Officer's Unit employees hired on or after January 1, 2013, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with PEPRA, including:

- 1. Retirement Benefit Formula – 2.7% @ age 57 Formula for Local Safety Member (Government Code Section 7522.25(d)).
- 2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
- 3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
- 4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
- 5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
- 6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).

7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s survivor (Government Code Section 21620).
8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section 21635).
10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
11. Military Service Credit as a Public Service (Government Code Section 21024).
12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
13. Military Service Credit for Retired Persons (Government Code Section 21027).
14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member’s separation date and retirement date (Government Code Section 20965).
15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 4. For Environmental Unit employees hired on or after July 1, 2020 with active CalPERS membership established prior to January 1, 2013, the City shall provide CalPERS Second Level Miscellaneous 2% @ age 55 retirement formula.

1. Retirement Benefit Formula - 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. Employee Cost Sharing – Employees Sharing Additional Cost (Government Code 21354.5)
3. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
4. Additional Service Credit 2 Years – Local Member (Government Code 20903)
5. Final Compensation 1 Year (Government Code 20042)
6. Military Service Credit as Public Service (Government Code 21024)
7. Prior Service (Government Code 20055)
8. Unused Sick Leave Credit – Local Member (Government Code 20965)
9. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
10. \$500 Retired Death Benefit (Government Code 21620)
11. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 5. For Environmental Unit employees hired on or after July 1, 2020, and meet the CalPERS definition of “New Member” set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees’ Reform Act of 2013 (PEPRA).

The City shall provide CalPERS New Members Miscellaneous PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Miscellaneous/Industrial Member (Government Code Section 7522.20).
2. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
3. Additional Service Credit 2 Years – Local Member (Government Code 20903)
4. Final Compensation 3 Years (Government Code 20037)
5. Military Service Credit as Public Service (Government Code 21024)
6. Prior Service (Government Code 20055)
7. Unused Sick Leave Credit – Local Member (Government Code 20965)
8. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
9. \$500 Retired Death Benefit (Government Code 21620)
10. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 6. Sick Leave Cash Out and Sick Leave Credit

Employees not on a 24 hour shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. Safety employees on a shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 1,440 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement “Sick Leave Credit” benefit upon the employee’s retirement for those who are eligible to receive this optional benefit. (*PPPM 5-11.2*)

Section 7. Sick Leave Cash Out at Retirement

Effective July 1, 2007, upon normal service retirement of any association member who reaches the CalPERS 90% cap, the City will pay out any unused sick leave hours in any and all of the employee’s sick leave banks at 25% of the employee’s current hourly pay.

In the event of an employee’s death resulting from injuries sustained in the line of duty, the City will pay out any unused hours in any and all of the employee’s sick leave banks at 100% of the employee’s hourly pay to the designated surviving beneficiary.

Article VI. **Health and Other Insurance Benefits**

Section 1. Health Insurance

Full-Time Employees: The City contracts with the Public Employees’ Retirement System (PERS) for employee, spouse, registered domestic partner, and dependent health insurance benefits. An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

Effective January 1, 2021, the City’s maximum contribution for medical insurance will be capped at \$1750.00 per month.

Effective January 1, 2022; January 1, 2023; January 1, 2024 only, the City's medical contribution cap will be adjusted, up or down, to match the CalPERS PORAC (Region 3 for Los Angeles County) family rate to reimburse Association represented employees and their eligible dependents for medical insurance premiums. The 2022 PORAC family rate is \$1894 per month.

Retire Medical:

An employee who is vested in CalPERS and retires from the City under the SFS Firemens' Association is eligible for medical coverage through the CalPERS Retirement Plan.

The City Contribution to medical premiums for retirees, effective January 1, 2021 is \$1,750 per month.

The City contribution to the medical premiums for retirees, effective January 1, 2021 is \$1894 per month.

The City will assume the financial responsibility for Peace Officer Research Association of California (PORAC) membership dues for both active employees and eligible retirees. *(91-92, 01-02, 05-07 MOU; PPPM 2-3.1a)*

The parties agree to a re-opener during the term of this MOU to discuss and implement changes related to medical coverage for active employees as well as significant reforms to the retiree medical program and when retirees become Medicare eligible, including but not limited to limiting the employer contribution to retiree medical for new employees to the minimum rate established annually by the California Public Employees' Retirement System (CalPERS) for the Public Employees' Medical and Hospital Care Act (PEMHCA). The City would also consider amending its existing Flexible Spending Account (FSA) Section 125 Plan to provide for a cafeteria plan option as a mechanism for providing active employees with the difference between the PEMHCA minimum and the negotiated employer contribution for active employee medical on a tax-exempt basis. Further, the City would also consider establishing a Health Reimbursement Arrangement account (HRA) to provide a mechanism for providing eligible retirees with the difference between the PEMHCA minimum and any vested employer contribution for retiree medical. Any changes to existing contract terms would require mutual agreement.

Medical Insurance Opt-Out:

Requirements for a full-time employee to receive employer contributions that may be cashed out: Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an eligible opt-out arrangement requires the following in order for employees who opt-out of employer-provided health coverage to receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than

coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;

- b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
- c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
- d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

Employees qualified to waive/opt-out of coverage shall receive the following monthly rate. The amount will be paid to the employee as taxable earnings.

COVERAGE TYPE	MONTHLY AMOUNT
Single Party	\$214.61
Two-Party	\$429.22
Family	\$557.98

Section 2. Dental Insurance

The City Contracts with Delta Dental to provide dental benefits to all full-time employees and eligible dependents. An open enrollment period is held annually in May to permit employees to change plans and add/delete dependents. Retired full-time safety employees may continue dental coverage for self and spouse and eligible with entire cost borne by the retiree (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

The City offers Delta Care and Delta Premiere options. Employees who elect enrollment in the Delta Premier plan will contribute \$50 per month towards the dental insurance premium. Employees who elect enrollment in Delta Care pay no contribution toward dental insurance premium.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners, and dependents up to age 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,800 reimbursement for laser surgery and eligible dependents are eligible for \$1,600 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-06 MOU; PPPM 2-3.6)

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance

under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is \$50,000 for Fire Safety Unit and Chief Officers Unit/Fire Management; \$75,000 for Environmental Unit. Employee members may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). Retiree members of the Association may participate in the group policy coverage at their cost. (89-90 MOU; PPPM 2-3.3b)

Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by the California Association of Professional Firefighters. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. The maximum monthly benefit is 80% of wages for industrial causes and 80% of wages for non-industrial disability to a maximum of \$8,758. The elimination period is 30 calendar days. The benefit period is lifetime for non-industrial disabilities and to age 65 for industrial disabilities. There is a \$10,000 death benefit for on or off duty death. The premium is waived after 30 calendar days. A copy of the actual plan description is on file in the Human Resources Office. (CA Assn. of Professional Firefighters; PPPM 2-3.4b)

Section 6. Physical Examination

Medical surveillance examinations for safety employees are mandatory and provided each year. The exam will be scheduled during the month of the employee's birth and administered during on-duty hours. The City will assume the cost of the physical commonly called a "Medical Surveillance" examination. For male employees 40 years of age and older, the exam will include a prostate specific antigen (PSA) blood test. For female employees 40 years of age and older the exam may include a Pap Test if the employee requests. If the female employee chooses to have the Pap Test performed by a personal physician and the expense of the examination is not covered through the City's group insurance, the City will reimburse the employee for this test.

A more comprehensive exam called the Lifestyle Plus Physical will also be made available to the employee as an alternative. If the employee selects this option, the exam requirement will be met in this manner:

- The City assumes only \$310 of this examination's cost. The employee assumes the balance.
- The exam is scheduled by the Fire Rescue Department and will take place off duty.
- The employee will complete and sign an "Authorization for Payment" form which allows payment in full or through payroll deduction of the fee exceeding \$310.
- If the employee is eligible for insurance pick up of \$310 of the exam cost, the employee assumes responsibility for completing the insurance form and insurance reimbursement goes directly to the employee. (Fed. Reg. No. 5144(h); memo between S. Bergeron-Vance & Chief Schnabel; PPPM 12-1.4b)

Article VII. **Leave Benefits**

Section 1. Bereavement Leave

Safety employees not on a 24 hour schedule, are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Safety employees on a 24 hour schedule, are entitled to the maximum leave of two 24 hour shifts. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the Fire Chief. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. (*Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8*)

Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used. Although FMLA leave shall be used for this purpose, CFRA leave shall not be taken for absence due to the employee's pregnancy, childbirth or related condition. Maternity leave is available for the period of the employee's actual disability up to a maximum of four months. CFRA leave may be taken, if the employee is otherwise eligible, for up to 12 weeks, because of the birth of the employee's child. (*Res. #5969, IX.8; PPPM 6-4.3*)

Section 3. Flexible Leave

Safety employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Any accrued but unused flexible leave in excess of 24 hours for any employee as of the close of business on June 30 shall be paid to the employee at each employee's then effective hourly rate. (*Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04 MOU and Addendum to 01-04 MOU; PPPM 6-5*)

Section 4. Holidays

The following are observed City holidays:

- | | |
|---|---------------------------|
| • New Year's Day | January 1 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |
| • Cesar Chavez's Birthday | March 31 |

- Memorial Day Last Monday in May
- Juneteenth National Independence Day June 19
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- The day before Christmas December 24
- Christmas Day December 25
- Every day appointed by the President or Governor as a holiday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Safety employees not on a 24 hour shift schedule will be paid for the above holidays. Safety employees on a 24 hour schedule shall accumulate 7.0 shifts per year of vacation leave in lieu of holiday leave. (*Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1*)

Section 5. Jury or Witness Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury or is called as a witness for cases encountered in the course and scope of his/her employment. The employee shall be paid their regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (*Res. #5969, IX.13; 92-93, 01-02 MOU; PPPM 6-10*). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (*11-12 MOU*)

Section 6. Leaves of Absence

Leaves of absence without pay may be granted by the City Manager at his/her sole discretion. A leave of absence shall be granted only to an employee who desires to return to City service and has a satisfactory service record. The City Council must approve leaves of absence involving pay or benefit issues. (*Res. #5969, IX.12; PPPM 6-4.1*)

Section 7. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (48 hours for employees not on a 24 hour shift schedule, 72 hours for employees on a 24 hour shift schedule) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (*PPPM 6-3.6*)

Section 8. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military

leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy revised as of 02-09-06) (*Res. #5969, IX.14; PPPM 6-9*)

Section 9. Sick Leave

Sick leave shall not be considered a right, which employees may use at their discretion, but shall be allowed as an employee benefit only in case of actual sickness or disability of the employee which prevents the employee from working. Exceptions are made for cases of pregnancy, childbirth or related conditions, for a doctor's appointment or to care for a sick child in accordance with these rules and regulations. Up to 32 hours per year of sick leave may be used for doctor's appointments.

Employees are eligible to use accrued sick leave at any time after original appointment subject to the provisions of these rules and regulations. Sick leave shall be accrued while an employee is absent from duty because of injury or illness arising out of and in the course of employment as determined under the provisions of workers' compensation law.

When the City's industrial medical provider notifies Human Resources that an employee has a medical condition(s) requiring further investigation, the employee will charge the time off to sick leave and will then be placed on light duty, if appropriate and available, until released by the medical provider. If said condition is determined to be work-related, the used leave time and additional time for scheduling and undergoing medical testing will be charged to worker's compensation. Medical tests required by a physician to determine the cause of a medical problem will be the employee's responsibility. If the medical condition is then determined to be work related, the costs will be subject to payment through the worker's compensation process.

In order to receive compensation when absent on sick leave, safety employees shall notify the on-duty Headquarters Captain not less than 45 minutes prior to shift change which is 07:30 a.m. When absent for two or more consecutive shifts for a safety employee on a 24 hour shift schedule, the employee may be required, at the City's sole discretion, to obtain and submit a physician's certification of illness. Any safety employee who demonstrates a pattern of sick leave use will be required to present a physician's certification of illness for each shift where illness is reported. Affected employees will be notified of this requirement by department management.

Sick leave with pay for safety employees not on a 24 hour shift schedule shall be accrued at the rate of eight hours for each month of service beginning with probationary appointment. Sick leave will be accrued for safety employees on a 24 hour shift schedule at the rate of 12 hours per month. At the discretion of the Department Head, up to five days of sick leave may be advanced. (*PPPM 6-3.1, 6-3.3, 6-3.3b, 6-3.4, and 6-3.6*)

Section 10. Vacation

Safety employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Annual Rate (hrs)</u>
0-1	80
1-2	90
2-3	100
3-4	110
4-5	120
5-6	124
6-7	128
7-8	132
8-9	136
9-10	140
10-11	144
11-12	148
12-13	152
13-14	156
14-15+	160
20+.....	168

Safety Employees on a 24 hour shift schedule will accrue vacation leave (inclusive of 7.0 hours of holiday leave) as follows:

<u>Years of Service</u>	<u>Shifts per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	12.000	288	24.00
1-2	12.625	303	25.25
2-3	13.250	318	26.50
3-4	13.875	333	27.75
4-5	14.500	348	29.00
5-6	14.750	354	29.50
6-7	15.000	360	30.00
7-8	15.250	366	30.50
8-9	15.500	372	31.00
9-10	15.750	378	31.50
10-11	16.000	384	32.00
11-12	16.250	390	32.50
12-13	16.500	396	33.00
13-14	16.750	402	33.50
14-15	17.000	408	34.00
15+	17.000	408	34.00
20+	17.333	416	34.67

The following methodology is used regarding the initial accrual of vacation time:

<u>Date hired</u>	<u>1st through 15th</u>	<u>16th through end of month</u>
Month hired	Accrues vacation	Does not accrue vacation
Month terminated	Does not accrue vacation	Accrues vacation

The anniversary month for additional vacation accrual is based on the same time periods. If an employee is hired before the 15th of the month, the anniversary month is the month hired; if hired after the 15th of the month, the anniversary is the month following.

At the discretion of the Department Head, up to five days of vacation may be advanced.

Vacation shall be accrued when an employee is absent from duty because of injury or illness arising out of and in the course and scope of employment as determined under the provisions of the workers' compensation law.

Vacation Selection:

- Vacation selections will begin at the completion of the Station and Shift Bid process that will take place the Monday following the Thanksgiving holiday.
- Each suppression member shall pick a minimum of one segment (two shifts) during the annual vacation selection process. Additional picks can be made at the employee's discretion. Double picks are allowable but then the next round of picks must be skipped.
- All three columns are available at start of picks and remain open. Order-ins will not be made on holidays for third column picks.
- Throughout the year, vacation segments may be chosen in any of the three columns. These requests must be made at least 18 days in advance.
- Inside of 18 days, vacation time will only be granted if qualified relief is available.
- Individual vacation time will be granted based on available vacation hours banked and qualified relief.
- Leave other than vacation time (WC, SP, SL, JD, FM, FL, CU, BR) does not impact the availability of these three columns. Qualified relief must be available to work.
- Battalion Chiefs do not pick on the vacation schedule.
- Suppression employees have 36 hours of flex leave per fiscal year. Suppression employees must use available flex leave/ vacation. Qualified relief must be available to work.

Vacation Maximum Accrual: Non-suppression employees may accumulate 240 vacation hours and suppression 15 shifts or 360 hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.

Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Effective within 30 days up City Council approval of this agreement, the maximum accrual cap is increased to 720 hours for suppression employees. The City shall cash out any hours above the cap for at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits). Employees shall be entitled to make an irrevocable election in writing before the cash-out deadline to spread the cash-out payment over the term of the contract to be paid on or before each February 15th at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises in this agreement. Employees can also elect to designate all or a portion of the cash-out as deferred compensation (up to the IRS limits). Thereafter, fire suppression personal reaching the cap will be paid out at the base salary rate only for all hours that would normally exceed the cap.

Vacation Cash-Out: An employee may cash-out vacation leave hours once per fiscal year at straight time rates, a maximum of 12 hours for non-suppression employees, and any hours above the 240 hours for non-suppression and 720 hour cap for suppression employees. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

Reserve Vacation Bank:

Effective within 30 days upon City Council approval of this agreement, the city shall cash-out the Reserve Vacation Bank for all non-suppression employees at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits). Thereafter, the Reserve Vacation Bank will be eliminated.

Section 11. Critical Family Leave

The City Manager, at their sole discretion, may authorize whatever amount of paid leave may be necessary for full time and benefited part time employees to care for a child or spouse with a terminal or critical life threatening situation. This action may be taken at the request of the employee with the concurrence of the Fire Chief with full pay and benefits and without loss of seniority. Leave will be exclusive of the employee's vacation, flex and sick leave. Leave balances do not have to be exhausted for the City Manager to authorize critical family leave. This policy is intended to be applied in conjunction with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. (*CC 3-14-96, PPPM 6-4.4*)

Section 12. Leave Usage for National Marrow Donor Program (NMDP)

Employees who choose to donate bone marrow through the NMDP will be permitted to take time off and charge the time against any accrued leave, i.e., flexible, sick or vacation leave. (PPPM 6-12)

Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee who suffers personal medical crisis that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and who have exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated. The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under internal revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. The recipient employee will not accrue sick, vacation or flexible leave and will not accrue seniority while receiving this benefit. (PPPM 6-13)

Section 14. Family School Leave

In accordance with the California Labor Code, an employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or license day care facility activities. The employee shall utilize vacation leave, flexible leave, or time off without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (PPPM 6-2.6)

Article VIII. **Additional Benefits**

Section 1. Tuition Reimbursement

All full-time employees shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of \$4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of "C" or better or pass/fail. The employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). (Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2)

Section 2. Uniforms

Uniforms provided:

- Fire Administrative Safety Personnel – Five shirts, three pants, two skirts (for females), tie, jacket, and one pair of shoes. Effective 07/01/07, the following additional items will continue to be provided: one belt, one set of athletic apparel, one pair of athletic shoes and a class A uniform, which includes a tie. Any or all parts of attire may be replaced at the discretion of the Fire Chief.
- Fire Suppression Personnel – Three shirts, three pants, belt, gloves, eye protection, one set of athletic apparel, one pair of athletic shoes, steel toe boots, turnouts, helmet, and rubber boots. All personnel receive a Class A uniform which includes a tie. Captains receive three shirts, a tie, hat, a pair of dress shoes, blazer, and sweater. Any or all parts of attire may be replaced at the discretion of a Chief Fire Officer.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees' Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt from being reported as compensation. These items include steel toe safety shoes/boots, turnout coats, helmets, and rubber boots. Additionally, all suppression personnel are provided Level B hazardous material coveralls, an air purifying respirator, canisters for the respirator, a radiological dosimeter, and chemical resistant boots. (*PPPM 2-9.1 and 2-9.2*)

Section 3. Employee Personal Computer Purchase Plan

Any regular (non-probationary) full-time employee is eligible to purchase a personal computer, or digital camera in conjunction with a computer; peripheral equipment and software through an interest free loan of City funds. Repayment is guaranteed through bi-weekly payroll deductions. The employee agrees that the computer equipment is for their own or their immediate family's use only. The minimum loan amount is \$500 and the maximum loan amount is \$3,000. Full details for this plan may be found under PPPM 7-8.2. (*CC action of 1-8-98 and 5-10-01; PPPM 7-8.2*)

Section 4. Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. (*PPPM 2-6*)

Section 5. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis.

Article IX.

Appointments, Promotions and Acting Assignments

Section 1. Appointment – Probationary Status

Non-suppression employees are on probation for a period of six (6) months and suppression employee for a period of 12 months from the date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period, upon the recommendation of the Fire Chief and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. (*Res. #5969, VII.1 and .2; PPPM 5-9.1*)

Section 2. Promotional Appointments

If a Temporary Firefighter, Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary or conditional appointment, then upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 5 ½% increase. (*04-05 MOU, 2-2.1d*)

The individual standing first on any given closed promotional list should generally be appointed by the Fire Chief. The Fire Chief may recommend and appoint any candidate on the list irrespective of ranking subject to the approval by the City Manager. (*PPPM 5.1*)

Fire Department promotional eligibility lists will be tiered to a maximum of five points per tier, i.e., 90 – 95, 95 – 100, etc. It is within the Fire Chief's discretion to rank the list within tiers prior to any appointments being made from the eligibility list. (*PPPM 4-6.3*)

Section 3. Promotion of Firefighter/Paramedic to Engineer

A Firefighter/Paramedic promoted to Engineer will be placed in the Engineer salary range closest to his Firefighter step plus Paramedic pay differential. He/she will be utilized in the department as an Engineer/Relief Paramedic. Paramedic Proficiency pay will be retained until one of following occurs:

- The employee's salary step(s) increases to the point he/she would not lose pay due to the promotion; or
- The loss of certification due to failure in the recertification process or failure to meet standards established by Los Angeles County.

This section will also apply to those employees promoted from Engineer/Paramedic to Captain. (*80-*

Section 4. Acting Assignments

All short term vacancies occurring in the Engineer and the Captain classifications may be filled in the following order:

1. Highest on the eligibility list and assigned to the station where the vacancy occurs.
2. Highest on the eligibility list working that shift. This excludes those working overtime.
3. The employee determined “qualified to act” by the Battalion Chief and assigned to the station where the vacancy occurs.
4. The employee determined “qualified to act” by the Battalion Chief and assigned to the shift. (PPPM 5-4.2)

Acting Pay

An employee required to work in a higher classification which is vacant due to sick leave, injury leave, vacation, termination, shall receive acting pay of 5 ½% above their current rate of pay. Acting pay will not apply where it would cause an individual to be paid a greater rate than if the employee were promoted to the higher classification. For example, a Firefighter/Paramedic with three 5 ½ % steps of proficiency pay would not be eligible for acting pay when acting as an Engineer as the employee’s pay level would then surpass that of an Engineer. A Firefighter/Paramedic when serving in the capacity of acting Captain is eligible to receive acting pay of one full step provided the employee has completed the required number of shifts (10) worked in the higher classification and has completed the Acting Captain certification program required by the Fire Chief. (1980-81 MOU, PPPM 2-2.2b)

Section 5. Temporary and Conditional Appointments

To fill the position of a person who is absent and whose return to work is in question, a candidate on the eligibility list for a promotional position shall be appointed to a temporary position in that position. If after six months the disabled member’s return is still in question and the appointee has received satisfactory performance evaluations, the appointee will receive a conditional appointment. This appointment entitles the conditional appointee to all privileges of the rank, including time in grade and merit increases from the time the appointee first filled the position on a temporary basis. If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee’s separation from employment (resignation, termination, or retirement), and the appointee has served continuously in the appointment then; upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. (PPPM 5.1)

Section 6. Promotions – Educational Requirements

The following are educational requirements for suppression personnel:

Classification	Education	Experience	License/Certification
Engineer	H.S./GED & 12 units in Fire Science	3 years as SFS Firefighter including Temporary	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR
Captain	H.S./GED & 24 units in Fire Science & State Fire Officer Certification or AA/AS Fire Science	5 years as SFS Firefighter (2 of 5 as a Fire Engineer) or 7 years SFS Firefighter & on current Engineer Eligibility List or 10 years SFS Firefighter & past Engineer Eligibility List	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR

The Fire Chief may find occasion to make alterations to these requirements when unusual conditions or extenuating circumstances warrant. Experience credit will not be counted for experience outside of the Santa Fe Springs Fire Department. (PPPM 5-6.3)

Section 7. Appointment – Due to Disability

Where an appointment is necessary to fill the position of a person who is absent due to a disability and whose return to work is in question, the following procedures will apply:

- A candidate on the existing eligibility list for that position shall be appointed on a temporary basis. The appointee will receive probationary and quarterly performance evaluations.
- The temporary appointee's appointment will become conditional, if after six months, the disabled member's return to work is still in question and the temporary appointee has received satisfactory quarterly evaluations. This appointment shall entitle the appointee to all privileges of the rank, including time in grade and merit increases from the time the employee first filled the position on a temporary basis.
- Said conditional appointment shall become permanent in the event the disabled employee becomes permanent and stationary and is determined to be unable to return to work, or in the event any other permanent opening for that rank becomes available.
- Demotion of a conditional appointment will occur only when the injured employee returns to work and no permanent appointment opportunity becomes available in the succeeding six months.
- Temporary appointees who have not obtained conditional status are not entitled to retain the appointment or any of the privileges of the rank temporarily being filled.
- If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary and conditional appointment, then upon promotion to the vacant position, the employee will

receive all rights and privileges of rank beginning the date of their temporary appointment including time in grade granted toward the one year probationary period. (PPPM 5-6.4)

Section 8. Veteran's Preference

Veterans of the Armed Forces of the United States of America will be given preference over other identically qualified applicants on an eligibility list. (PPPM 4-8 and State Government Code Section 50088)

Section 9. Eligibility Lists – Certification

The City Manager shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year or a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

- Appointment to fill a position for which the examination was given
- Evidence that the candidate no longer meets the qualifications of the position
- Removal by the City Manager after rejection of the candidate for a vacant position by the Fire Chief

Whenever a vacant position is to be filled, the Fire Chief shall consider the candidates and recommend one from the appropriate list to the City Manager unless the Fire Chief rejects in writing all candidates. (PPPM 4-6.1)

Article X. **Employment Policies**

Section 1. Alcohol and Drugs

It is the policy of the City of Santa Fe Springs that employees shall:

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meals periods or at anytime while on City property
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foresee ably interfere with the safe and effective performance of their

duties or the operation of City equipment

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is grounds for immediate termination. (See Appendix for Alcohol & Drug Abuse Policy revised as of 02-09-06) (*PPPM 7-10*)

Section 2. Electronic Media

The City's Electronic Media policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees, and any vendors with authorized use of the City computer resources. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

Section 3. Harassment, Discrimination and Retaliation

In keeping with the City's strong commitment to providing a work environment that is free of harassment, discrimination and retaliation, the City maintains a strict policy prohibiting harassment, discrimination and retaliation by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public. The City prohibits harassment in any form, including verbal, physical, or visual harassment.

The City will not tolerate discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, disability, medical condition, marital status, age or religion. All employees are to be treated with dignity and respect. Employees who believe they have been discriminated against or harassed by a co-worker, vendor, volunteer or member of the public should report the allegation to their Department Head, the City Manager, or Human Resources. An investigation of the allegations will be conducted immediately, and appropriate disciplinary action will be taken in the event that the allegations are substantiated.

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment perpetrated by that employee.

False Claims: An employee who deliberately makes a false claim or charge of unlawful discrimination or harassment will likewise be subject to disciplinary action up to and including termination.

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPPM 5-13-.5*)

Section 4. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation,

threats and violence. The City maintains this commitment with a policy of “**zero tolerance**” to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-22-01) (*PPPM 5-2.7; 5-13.1; 5-13.2; 5-13.3; 7-2; 8-9.1; 8-9.2*)

Section 5. Workplace Safety, Security, Inspection and Access

To ensure a safe work environment, the City reserves the right, based upon reasonable suspicion, to inspect, search and access all property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, offices, facilities, vehicles, desks, tool boxes, safes, lockers, files, file cabinets, closets, documents, computer data storage, voice and e-mail, internet use, telephones, electronic data, file and fax transmissions, and audio/video tape recordings. The City reserves the right to conduct searches described in this policy without notice or consent of the affected employee or that employee’s representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee’s supervisor, law enforcement, and Human Resources. (*PPPM 8-9.2*)

Section 6. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. Fire suppression personnel are tested annually. (*PPPM 12-1.5*)

Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations

Safety employees who can be “reasonably anticipated” to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. Safety employees in the following job classifications: Fire Captain, Fire Engineer, Firefighter/Paramedic, Firefighter and Auxiliary Firefighter are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. (*PPPM 12-4*)

Section 8. Additional Employment

Employees must report outside employment to the Fire Chief prior to the start of employment utilizing the City’s “Additional Employment” form. The City Manager or Fire Chief may prohibit or restrict additional employment if it would bring discredit or embarrassment to the City, reduce the effectiveness of work as an employee of the City, create a conflict or perceived conflict with the employee’s duties of the City or create a potential conflict when an employees’ outside employment is related to employment matters of another City employee. Reasonable conditions may be attached to the approval of additional employment. Employees are expected to give priority to City work if

called for emergency duty or required to work overtime. (*Res. #5969, XIV; PPPM 10-2*)

Section 9. Gambling

Gambling, or conducting games of chance is not permitted on City premises or on City time or by utilizing City property for on-line gambling. (*Res. #5969, XI.5, PPPM 5-13.1*)

Section 10. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons, or firms doing business with or being regulated by the City, or likely to do business with or be regulated by the City. (*Res. #5969, XI.5, PPPM 5-13-.1*)

Section 11. Use of City Vehicles

City vehicles shall be used for official business only, and only as authorized. Seat and shoulder belts are to be used at all times. Failure to follow this policy shall result in disciplinary action. Employees must have a valid California driver's license whenever they drive City vehicles or use their own vehicle for City business. (*PPPM 8-6.1 and 8-6.2*)

Section 12. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment. (*PPPM 8-6.6*)

Section 13. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business at the rate approved by the City Council. This is for employees who use their own cars on official City business and who have a current "Automobile Insurance Affidavit" on file in Human Resources. Employees who drive a personal vehicle while on City business must complete an "Automobile Insurance Affidavit". Each employee must identify whether they carry sufficient liability insurance of at least the following:

- \$50,000 injury per person
- \$100,000 bodily injury each occupant
- \$25,000 property damage each occupant **or**
- \$100,000 combined single limits

Employees who do not carry automobile insurance or do not have sufficient coverage are not permitted to drive their personal vehicles for City business.

City employees are prohibited from working on personal vehicles on City premises and using City equipment and supplies. Said work can only be done if it is approved in advance by the Fire Chief or his designee. (*PPPM 2-10, 8-6.4 and 8-6.5*)

Section 14. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the employee was not in a position to determine who would be awarded the contract. (PPPM 7-5.1)

Section 15. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors, etc. from other City employees on behalf of any political candidate. No City employee will use their position in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. (PPPM 7-7)

Article XI. **Working Conditions**

Section 1. Injury and Illness Prevention Program

It is both policy and practice of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels. It is the intent of the City to comply with all laws. To do this, one must constantly be aware of conditions in all work areas that can create injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

The personal health and safety of each City employee is of primary importance. Prevention of occupational injuries and illnesses is of such consequences that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical safeguards necessary for personal safety and health, in keeping with the highest standards.

Management will maintain a health and safety program conforming to the best practices of municipalities. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

The City's objective is a health and safety program that will reduce the number of injuries and illnesses to an absolute minimum. The health and safety program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting health and safety inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the

- health and safety standards for every job.
- Training all employees in good health and safety practices.
- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing health and safety rules, and requiring that employees cooperate with these rules as a condition of employment.
- Promptly and thoroughly investigating every accident to find out what caused it and correcting the problem so it won't happen again.

The City recognizes that the responsibilities for health and safety are shared:

- The employer accepts responsibility for leadership of the health and safety program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encouraged to make recommendations for increasing workplace safety. *(PPPM 8-1.2)*

Section 2. Training

Full-time equivalent (FTE) funds received from Rio Hondo Community College or Joint Apprentice Committee (JAC) funds shall be placed into a Fire Department training account. Any unused training funds from these two sources shall be rolled over to the following year's training budget. *(04-05 MOU)*

Article XII. **Layoff and Reductions in Force**

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional, and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification, if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority will then be laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. The City may exercise layoff and reductions in force rights unilaterally subject to the meet and confer process on the impact of such rights. *(PPPM 5-12.1 and 5-12.2)*

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications, e.g., Firefighter, Engineer, Fire Captain, and Battalion Chief. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

An employee “bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as a Captain, five years seniority as an Engineer and five years as a Firefighter (15 years in total) is in a senior position to an Engineer who has five years as a Firefighter and five years as an Engineer (10 years in total). An Engineer that has five years as a Firefighter and fifteen years as an Engineer (20 years in total), is in a senior position to the 15-Year Captain cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

Seniority calculations shall not include time on unpaid leave, time on inactive service, or time during breaks in City service. (*PPPM 5-12.2*)

Section 3. Layoffs – Call-backs

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position & step previously held. Persons who are on a reemployment list & have committed an offense while on layoff which would have been cause for termination will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may appeal such action to the City Manager and to the Personnel Advisory Board. (*PPPM 5-12.3*)

Article XIII. **Appeal and Grievance Rights and Procedures**

Section 1. Appeal Process

Any safety employee who has been subject to disciplinary action, excluding written or oral counseling, warning or reprimand, shall be entitled to appeal such action to the Fire Chief, Personnel Advisory Board and the City Manager, in accordance with Personnel Policy Section 11-3.1 (*PPPM 11-3.1*).

Section 2. Informal Hearing Procedure

The Informal Hearing Procedure, as opposed to the formal procedures, may be used in the City’s sole discretion in any of the following circumstances:

1. When there is no disputed issue of material fact, or

2. When there is a disputed issue of material fact, but it is limited to:
 - a. A monetary amount of not more than one thousand dollars (\$1,000) or
 - b. A disciplinary action imposed on an employee that does not involve termination from employment, demotion, or suspension without pay for more than five (5) shifts or five (5) days.

This constitutes the sole Government Code section 11445.30 notice of hearing that states the Department's selection of the informal hearing procedure. Therefore, such notice shall not be repeated in conjunction with each hearing governed by the informal hearing procedure.

The Fire Chief or designee shall be the presiding officer and shall regulate the course of the proceeding. The presiding officer shall permit the parties to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence and argument, and may limit or eliminate the use of pleadings, intervention, discovery, pre-hearing conferences and rebuttal.

The presiding officer may deny use of the informal procedure, or may convert an informal hearing to a formal hearing after an informal hearing is commenced, if it appears to the presiding officer that cross-examination is necessary for proper determination of the matter and that delay, burden or complication due to allowing cross-examination in the informal hearing will be more than minimal.

Pursuant to section 11445.50(b), the Fire Department has determined that cross-examination is not necessary for proper determination of the matters subject to review under the informal hearing procedure. However, the presiding officer may allow cross-examination of witnesses in an informal hearing notwithstanding the City's determination, if it appears to a presiding officer that in the circumstances cross-examination is necessary for proper determination of the matter. (Section 11445.50(b).)

If the presiding officer has reason to believe that material facts are in dispute, the presiding officer may require a party to state the identity of the witnesses or other sources through which the party would propose to present proof if the proceeding were converted to a formal hearing procedure. If disclosure of a fact, allegation or source is privileged or expressly prohibited by a regulation, statute or the federal or state constitution, the presiding officer may require the party to indicate that confidential facts, allegations or sources are involved, but not to disclose the confidential facts, allegations or sources. (Section 11445.60(a).)

If a party has reason to believe that essential facts must be obtained in order to permit an adequate presentation of the case, the party may inform the presiding officer regarding the general nature of the facts and the sources from which the party would propose to obtain the facts if the proceeding were converted to a formal hearing procedure. (Section 11445.60(b).)

Section 3. Formal Hearing Procedure:

The formal appeal shall be conducted in procedural compliance with section 11500 et. seq. Pursuant to section 11512, the City has determined that, in those instances where a formal hearing is required, the City shall continue to hear the case through pre-existing processes (i.e., via the Personnel

Advisory Board) with an administrative law judge (ALJ) present during the consideration of the case. (Section 11517(b).) The proceedings governing such an appeal are set forth in detail below.

The following procedure will be followed in the conduct of a formal administrative hearing:

- A. Within 10 calendar days of the receipt of a written Notice of Intent to Suspend, Demote or Dismiss, the employee may submit a written response to the disciplinary action to the Fire Chief or designee. The employee shall set forth all the facts necessary to understand the issues involved. The response shall be signed by the employee and shall be submitted to the Fire Chief's office within 10 calendar days. In lieu of a written appeal, the employee may request a (*Skelly*) meeting with the Fire Chief to make his/her response verbally.
- B. Within 10 calendar days following the receipt of the employee's response, the Fire Chief or designee will set a date and time for the pre-disciplinary (*Skelly*) meeting.
- C. If the response is submitted in writing, the Fire Chief will give consideration to the matter and inform the employee in writing within 20 calendar days, as to whether the intended disciplinary action has been affirmed, revoked or modified.
- D. Following conclusion of a pre-disciplinary (*Skelly*) meeting by the Fire Chief or designee, where the resultant punitive action results in the imposition of punitive action within the jurisdiction of this formal hearing process, the City shall serve the employee with a final Notice of Discipline. At a minimum, Notice of Discipline shall include a post card or other form of notice which, when signed by or on behalf of the employee and returned to the City, will acknowledge service of the Notice. The Notice shall also state that the employee's request for a hearing must be received by the City within fifteen (15) calendar days after the Notice is personally served or mailed. (Please refer to section 11505 for what should be included in the Notice of Discipline.)
- E. The employee may file an appeal of the disciplinary action to the Personnel Advisory Board (Board) by submitting an appeal to the Human Resources Office within fifteen (15) calendar days of being served with the Notice of Discipline. The appeal shall constitute a request for a hearing, any objection to the factual basis for the discipline, objection to the form of the Notice of Discipline, procedural objection, or any other grounds for defense. (See section 11506 for what should be included in a Notice of Defense by the employee.)
- F. Upon receipt of the request from the employee, the Human Resources Office shall set the matter for hearing before the Personnel Advisory Board (Board) as expeditiously as possible and shall give the employee and his representative written notice of the time and place of the hearing.
- G. The Board will conduct the hearing(s) as it deems necessary to determine the pertinent facts related to the disciplinary action with the ALJ presiding. (Section 11512.) The ALJ shall rule on the admission and exclusion of evidence and on matters of law. The Board shall exercise all other powers relating to the conduct of the hearing, but may delegate any or all of them to the ALJ. Such hearing(s) will be closed to the public unless the employee

requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and Fire Department representative(s) shall have the right to appear before the Board during such hearings and may have counsel present. If either party appears before the Board, both shall be present.

Conduct of Formal Hearing

1. A record of the hearing shall be made and kept by use of a certified shorthand reporter who shall be selected by the City. The per diem fee of the shorthand reporter shall be borne by the City. The costs of transcription shall be borne by the party ordering the transcript.
2. All fees and expenses of the ALJ shall be borne by the City.
3. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses attendant to the presentation of evidence, shall be borne by the party at whose direction said expense is incurred.
4. At the time set for the hearing, the Board, with the assistance of the ALJ, shall hear, *de novo*, and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall be given the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person, employed at such employee's expense, in a representative capacity.
5. Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter. Hearsay that would be inadmissible in a civil or criminal proceeding cannot in and of itself support a finding by the hearing officer without corroboration. In general, the hearing officer shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing.
6. The burdens of proof and production of evidence on the charges shall be borne by the Department. The standard of proof shall be by a preponderance of the evidence. The employee will have the burden of proof on any affirmative defenses.
7. The ALJ shall rule on all questions pertaining to procedure, in connection with hearings held before the Board and the administrative law judge, provided that the Board shall retain the right to overrule the ALJ on any determination made by majority vote.
8. No later than ten (10) days prior to the date of commencement of the hearing the parties shall exchange lists of witnesses each intends to call at the hearing, and a list

of documents it intends to introduce at the hearing. Copies of such documents shall be attached to the list provided for herein. They shall be served on opposing side on or before the tenth (10th) day prior to commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. These disclosure requirements do not apply to rebuttal witnesses. Neither party to the proceedings shall issue threats or take other actions reasonably calculated to discourage an identified witness from either testifying or from testifying other than consistent with the witnesses' best recollection and honest belief as to matters within his/her knowledge. However, the act of interviewing a witness shall not in and of itself be deemed violative of this section.

9. The Board and/or the ALJ shall be empowered to issue subpoenas for the production of persons and documents. The Board and/or the ALJ shall designate the subpoena form to be utilized in such case. The California Code of Procedure, Evidence Code and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- H. The Board shall prepare and certify its findings and recommendations in writing and submit them to the City Manager for review. The Secretary of the Board shall give written notice to the employee and the Fire Chief of its determination. A copy of the findings and recommendations shall be provided to the employee.
- I. The Board, with the assistance of the ALJ shall recommend to the City Manager to affirm, reverse or modify the decision appealed. The City Manager's decision shall constitute final administrative action by the City.
- J. Within 21 calendar days of receiving the Board's written findings and recommendations, the City Manager will issue his/her decision adopting, rejecting or modifying the discipline. The City Manager's decision shall become effective thirty (30) days after delivered or mailed to the employee.
- K. Continuances - A party shall apply for any continuance within ten (10) working days following the time the party discovered or reasonably should have discovered the event or occurrence which establishes good cause for the continuance. A continuance may be granted for good cause after the ten (10) working days have elapsed if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the condition or event establishing the good cause. (Section 11524.)
- L. Judicial Review - Judicial review of the City Manager's decision shall be sought within the time constraints of California Civil Procedure section 1094.6 (mandating that a petition for peremptory writ of mandate shall be filed not later than the 90th day following the date on which the City Manager's decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

Article XIV.

Other Legal Clauses

Section 1. Non-discrimination

The City and the Association agree that they shall not discriminate against any employee because of race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age, sexual orientation (including heterosexuality, homosexuality and bisexuality) or the exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

Section 2. Severability

Should any provision of this MOU be found to be inoperative, void or invalid by a final decision of a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect during the term of this Memorandum of Understanding.

Section 3. Strikes, Work Stoppages and Slowdowns

The City and Association mutually agree that differences shall be resolved without interruption in work. During the terms of this agreement, neither the Association, its officers or agents or any employees will for any reason authorize, condone, encourage or engage in a work slowdown or stoppage, strike or other interference with the work and functions or obligations to the City for the benefit of public safety. (*Resolution No. 3005*)

Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

Section 5. Acknowledgement

This Memorandum of Understanding also recognizes the continuing efforts of the Santa Fe Springs Firemen's Association in assisting the City of Santa Fe Springs in filling the budget gap caused by the economic recession through concessions in pay and benefits for their represented members.

Section 6. Ratification and Execution

This MOU shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

Santa Fe Springs Firemen's Association

Annette Rodriguez, Mayor

Kurt Buckwalter, President

Date

Date

APPENDIX A

PAYROLL SYSTEM
TIME 12:03 PM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

PAGE 1
DATE 07-07-2021

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
01700 BAT	FIRE CHIEF	A- 1	11852.817	5470.531	68.382	2080.00
		B- 2	12506.017	5772.008	72.150	
		C- 3	13194.166	6089.615	76.120	
		D- 4	13920.883	6425.023	80.313	
		E- 5	14687.369	6778.786	84.735	
03000 BAT	BATTALION CHIEF	A- 1	10789.859	4979.935	44.464	2912.00
		B- 2	11334.596	5231.352	46.709	
		C- 3	11907.048	5495.561	49.068	
		D- 4	12485.529	5762.552	51.451	
		E- 5	13113.422	6052.349	54.039	

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
12000 FIRE	DIR OF EPD-FPB	A- 1	10789.859	4979.935	62.249	2080.00
		B- 2	11334.596	5231.352	65.392	
		C- 3	11907.048	5495.561	68.695	
		D- 4	12485.529	5762.552	72.032	
		E- 5	13113.422	6052.349	75.654	
12200 FIRE	ENVIRON PROGRAM MGR	A- 1	9193.014	4242.930	53.037	2080.00
		B- 2	9698.631	4476.291	55.954	
		C- 3	10232.054	4722.486	59.031	
		D- 4	10794.818	4982.224	62.278	
		E- 5	11388.532	5256.246	65.703	
12210 FIRE	DEPUTY FIRE MARSHAL	A- 1	9193.014	4242.930	53.037	2080.00
		B- 2	9698.631	4476.291	55.954	
		C- 3	10232.054	4722.486	59.031	
		D- 4	10794.818	4982.224	62.278	
		E- 5	11388.532	5256.246	65.703	
12300 FIRE	FIRE&ENV SAF INSP II	A- 1	7454.258	3440.427	43.005	2080.00
		B- 2	7864.240	3629.649	45.371	
		C- 3	8296.773	3829.280	47.866	
		D- 4	8753.097	4039.891	50.499	
		E- 5	9234.518	4262.085	53.276	
12800 FIRE	FIRE CAPTAIN	A- 1	8768.793	4047.135	35.159	2992.86
		B- 2	9230.374	4260.173	37.010	
		C- 3	9740.158	4495.458	39.054	
		D- 4	10245.124	4728.519	41.078	
		E- 5	10804.320	4986.609	43.320	
13110 FIRE	EPD-FPB SPECIALIST	A- 1	8343.370	3850.786	48.135	2080.00
		B- 2	8786.871	4055.479	50.693	
		C- 3	9249.656	4269.072	53.363	
		D- 4	9740.158	4495.458	56.193	
		E- 5	10258.381	4734.637	59.183	
13810 FIRE	FIRE ENGINEER	A- 1	7528.677	3474.774	30.187	2992.86
		B- 2	7922.766	3656.661	31.767	
		C- 3	8349.395	3853.567	33.477	
		D- 4	8768.793	4047.135	35.159	
		E- 5	9359.189	4319.626	37.526	
14810 FIRE	FIRE/ENV SFT INSP I	A- 1	6472.951	2987.516	37.344	2080.00
		B- 2	6812.808	3144.373	39.305	
		C- 3	7169.538	3309.018	41.363	
		D- 4	7545.550	3482.562	43.532	
		E- 5	7942.049	3665.561	45.820	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15200	FIRE	FF/PARA II	A- 1	7509.282	3465.822	30.109	2992.86
			B- 2	7922.292	3656.442	31.765	
			C- 3	8358.018	3857.547	33.512	
			D- 4	8817.708	4069.711	35.355	
			E- 5	9302.683	4293.546	37.300	
15300	FIRE	FF/PARA I	A- 1	7117.229	3284.875	28.537	2992.86
			B- 2	7508.678	3465.544	30.106	
			C- 3	7921.655	3656.148	31.762	
			D- 4	8357.346	3857.237	33.509	
			E- 5	8817.001	4069.385	35.352	
15400	FIRE	FF/PARA TRAINEE	A- 1	6746.581	3113.807	27.051	2992.86
			B- 2	7117.644	3285.066	28.538	
			C- 3	7509.114	3465.745	30.108	
			D- 4	7922.115	3656.361	31.764	
			E- 5	8357.833	3857.461	33.511	
16200	FIRE	FIREFIGHTER	A- 1	6395.388	2951.718	25.643	2992.86
			B- 2	6747.135	3114.062	27.053	
			C- 3	7118.228	3285.336	28.541	
			D- 4	7509.730	3466.029	30.111	
			E- 5	7922.766	3656.661	31.767	

**City of Santa Fe Springs
Alcohol and Drug Abuse Policy
(Revised February 9, 2006)**

PURPOSE

The City of Santa Fe Springs is responsible for maintaining a safe, healthy and productive work environment for all employees. Employees are responsible for performing services to the public as safely, effectively and efficiently as possible.

The City recognizes that drug and alcohol abuse hinders an employee's ability to perform duties safely and effectively. The City establishes the following drug and alcohol policy to eliminate the detrimental effects of drugs and alcohol in the workplace, as well as to promote a safe and productive work environment.

The City urges employees who think they may have an alcohol or drug usage problem to voluntarily seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those whose continued substance abuse, even if enrolled in counseling or rehabilitation programs, results in performance problems, danger to the health and safety of others and themselves, and/or violation of federal or City laws/policies.

POLICY

This policy applies to all employees and all applicants for positions with the City of Santa Fe Springs. This policy applies to alcohol, unlawful drugs and controlled substances, including all substances, drugs or medications, whether legal or illegal, which could impair an employee's ability to effectively and safely perform his/her job functions.

City employees shall: not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol; not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property; not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty; not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours; and notify their supervisors before beginning work when they are taking legally prescribed medications which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment. The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is a ground for immediate termination.

The use of medications prescribed by licensed physicians is not a violation of this policy. Employees who fail to notify their supervisors that they are taking prescribed medications, which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment, may be disciplined up to and including termination. In the event there is a question

regarding an employee's ability to safely perform assigned duties while using such prescribed medications, clearance by a licensed physician may be required.

Refusal to submit immediately to a drug and alcohol analysis when requested by City management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and may be grounds for discipline, up to and including termination.

Employees reasonably believed to be under the influence of alcohol, unlawful drugs or controlled substances shall be prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

REHABILITATION

The City of Santa Fe Springs is committed to providing reasonable accommodation to employees with an alcohol, drug or substance abuse problem. Accordingly, the City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or substance abuse. Participation in the EAP is confidential. Employees should contact their supervisor, Department Head, or the Human Resources Office for additional information.

GROUND FOR DRUG TESTING

The City requires drug testing under the following circumstances: pre-employment physicals, promotional physicals, and "for cause" with reasonable suspicion.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of unlawful drugs, controlled substance or alcohol which impairs the employee's ability to perform his/her job functions or ability to perform his/her job safely. The following, alone or in combination, may constitute reasonable suspicion depending on the circumstances:

- Involvement in a workplace accident where it appears the employee's conduct is at fault;
- Physical altercation;
- Verbal altercation;
- Unusual behavior;
- Possession of alcohol or drugs;
- Physical impairment such as slurred speech, unsteady gait, inability to walk a straight line, shaking, erratic movement or glazed, dilated pupils;
- Apparent disorientation or confusion without apparent reason;
- Alcohol odor on breath;
- Information obtained from a reliable person with personal knowledge;

- Unsafe work behavior that endangers the employee, fellow employees, or the public, such as reckless handling of equipment or City vehicles.

Managers and supervisors will, when possible, get approval from the Human Resources Office prior to ordering an employee to submit to a drug/ controlled substance and/or alcohol analysis. Where there is a reasonable suspicion that the employee is then under the influence of alcohol, controlled substance or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

An employee who refuses to submit to a drug/controlled substance or alcohol analysis upon request shall be reminded by the supervisor of the requirements and consequences of this policy.

Managers and supervisors shall not physically search an employee, or search his/her personal possessions, without the subject employee's voluntary written consent. An authorized search of the subject employee's personal property must be performed in the employee's presence.

ALCOHOL AND DRUG ANALYSIS

The drug/controlled substance and alcohol analysis may test for any substance which could impair an employee's ability to perform the functions of his/her job effectively and safely, including but not limited to prescription medication, opiates and its derivations (e.g., heroin, codeine, and morphine), cocaine, phencyclidine (PCP), marijuana, benzodiazepines (e.g., Valium and Librium), barbiturates, alcohol, and amphetamines/methamphetamines.

DRUG RESULTS

1. Pre-Employment Physical

A positive result from a drug, controlled substance and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs, controlled substances and/or alcohol could affect requisite job standards, duties or responsibilities.

If a drug screen is positive, the job applicant must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug screen. The medical prescription must be in the tested applicant's name. The applicant may not be hired if: (a) the prescription is not in the applicant's name, (b) the applicant does not provide acceptable verification, or (c) the drug is one that is likely to impair the applicant's ability to perform the job duties.

2. During Employment Physical or Drug, Controlled Substance or Alcohol Tests

A positive drug, controlled substance and/or alcohol analysis may result in discipline, up to and including termination.

If a drug screen is positive, the employee must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug

screen. The medical prescription must be in the employee's name. The employee may be subject to discipline, up to and including termination if: (a) the prescription is not in the employee's name, (b) the employee does not provide acceptable verification, or (c) the employee had not previously notified his/her supervisor of the prescription drug.

ACTIONS AFTER TESTING

If an alcohol or drug analysis is positive, the City shall conduct an investigation to gather all related facts. The decision to discipline shall be carried out in conformance with City personnel rules and regulations.

CONFIDENTIALITY

Laboratory reports and results will be placed in a separate confidential medical folder that will be securely maintained by the Human Resources Office.

The test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

Disclosure of test reports or results without the tested employee's consent may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the City and the employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for the diagnosis or treatment of the tested employee who is unable to authorize such disclosure.

City of Santa Fe Springs
Electronic Media
(Revised February 9, 2006)

POLICY:

Definition of Electronic Mail (e-mail):

E-mail is defined as the electronic mail system used by employees to communicate information that would otherwise be in the form of a conversation, telephone conversation, or written documentation. The City's e-mail system exists solely for the purpose of conducting City business, and is not intended for personal use. However the incidental use of electronic mail that may contain non- City related matters is permitted. This incidental use should be limited, and must not interfere with employee productivity.

Records Management:

Those E-mail messages which are intended to be retained in the ordinary course of City business and recognized as official records by the California Public Records Act, should be stored in an electronic file folder outside the e-mail system (such as your personal hard drive and/or network system drive) or printed and the hard copy filed in the appropriate subject file. Such e-mail messages will be subject to the City's Record Retention Schedule and may become public records unless exempt from disclosure under other applicable provisions of the Public Records Act (example: personnel files, attorney-client communications, etc.) In addition, e-mail items are also subject to the Brown Act, therefore all e-mail discussions between elected officials must follow the Brown Act guidelines.

E-mail messages that are deleted by the user will be electronically deleted by Technology Services from all computer devices and systems on the 45th day after receipt.

Privacy:

The following privacy guidelines are established to ensure the protection of the City of Santa Fe Springs in accordance with all Federal and/or State regulations. Confidentiality is not provided for on the e-mail system. Accordingly, employees should have **no expectations** of privacy in their e-mail messages (or any other data files residing on City owned hardware), whether sent or received.

While e-mail messages and other data files will not be routinely monitored, the City reserves the right for authorized staff to access and review all e-mail messages and data files on the City's information systems at any time. Reasons for doing so include but not limited to:

- Retrieving lost data.
- Recovering from system failures or monitoring system performance.
- Complying with lawful requests for information.
- Ensuring that City information systems are being used in accordance with this policy.

Employees of the City of Santa Fe Springs, who are approved for access to any of the city's computer systems, or have access to any of the city personal computers are bound by the policies and procedures stated herein. By accepting access and signing on to the system, you agree to abide by these policies.

Access Limitations:

While the City reserves the right to access and review all data on its information systems, no employee, including Director of Technology Services, Technology Services Staff, or independent contractor is allowed to access e-mail or other data files for other than business purposes.

Prohibited Use of Electronic Mail:

E-mail messages may not be used in any manner that violates City rules, policies and procedures. E-mail shall not be used for any illegal, offensive or harassing purposes. Inappropriate, illegal or offensive use of the E-mail system can result in disciplinary action up to and including termination.

Prohibited use of the E-mail system includes and is not limited to, the following activities:

- Transmittal of anything in violation of any federal, state or local law, ordinance or regulation.
- Misrepresentation, under any circumstances, of an employee's true identity
- Compromise the integrity of the City and its business operations in any way.
- Break the law by sending chain letters or copies of documents in violation of copyright laws, or by committing any other illegal acts.
- Contain offensive, abusive, threatening or obscene language or graphics.
- Violate the City's affirmative action or sexual harassment policies by including content that is sexually explicit or could be construed as discriminatory based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.
- Transmittal of a security code or password
- Distribution of chain letters and spam
- Advertise or promote commercial ventures, religious beliefs or political causes.
- Result in private gain or advantage for the employee (such as conducting business related to economic interests outside of City employment); or violate the City's ethics policy.
- Downloading of entertainment software or games, including participation in Internet gaming.

Receipt of Inappropriate Electronic-Mail:

If you receive an inappropriate email message under these guidelines, please contact your department head or the Director of Finance and Administrative Services or the City Manager.

Email Guidelines:

Employees who are granted E-Mail access are required to abide by the following guidelines. Employees are to:

1. Remember that they are representing the City through their communications both internally and externally, and it is critical that they maintain a positive image for both themselves and the City.
2. As a good business practice, E-Mail is to be checked at least once each work day and messages responded to promptly.
3. Capitalized words should only be used to emphasize an important point. Capitalizing whole words are generally considered shouting.
4. Be professional and careful of what is said about others. E-mail is easily forwarded and blind copied.
5. Be cautious when using sarcasm and humor, without face to face communication, humor may be viewed as criticism or harassment.
6. The maximum mailbox limit you have is 200 megabytes. You can check the size of your mailbox by clicking tools on the menu bar and select the mailbox cleanup item.
7. You are limited to a maximum of 10 megabytes when sending an email internally or externally.
8. You are limited to a maximum of 10 megabytes when receiving an email internally or externally.
9. When sending out an email, please limit the use of fancy graphics or backgrounds or animated icons/graphics. They are not necessary and take up unwanted disc space and bandwidth. Remember, not all employees are connected to the network via high bandwidth connection.
10. When sending out an e-mail with a file attachment, take care of the size of document. Not all employees are connected to the network via high bandwidth connection. A simple email with a 1 megabyte file attachment can take up to 30 minutes to open up depending on the bandwidth.
11. Tag each email with your name, title, email address, and your telephone number.
12. Do not send a message that you would not want published. It is common for an innocent note to be misconstrued, causing embarrassment or liability to the user or to the City.
13. Work out problems face-to-face, not on E-mail.

14. Protect your password, and always log off when not using the system.
15. Technology staff will change your password on a regular basis (annually).

**City of Santa Fe Springs
Harassment, Discrimination and Retaliation Policy
(Revised February 9, 2006)**

POLICY:

Because it is unlawful to engage in workplace harassment, discrimination and retaliation, the City has a strong commitment to provide a work environment that is free of harassment, discrimination and retaliation. The City has zero tolerance for these unlawful acts by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public.

The City prohibits harassment and discrimination based on an individual's race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality). The City also prohibits harassment in any form, including verbal, physical or visual harassment.

In addition, the City prohibits retaliation against an individual for filing a complaint or participating in the complaint investigation and resolution process.

POLICY COVERAGE:

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

This policy prohibits employer officials, officers, employees, volunteers or contractors from harassing, discriminating and retaliating against applicants, officials, officers, employees, volunteers, contractors, vendors, invitees and members of the public because: (1) of an individual's protected classification, (2) of the perception that an individual has a protected classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

Individuals found to have violated this policy are subject to disciplinary action up to and including termination.

DEFINITIONS

1. Protected classifications: race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality).
2. Harassment may include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts or even members of the public. Prohibited harassment includes but is not limited to the following types of behavior that is taken because of a person's protected classification:

- a. Speech, e.g., epithets, derogatory comments or slurs and propositioning on any of the above enumerated bases.
- b. Physical acts, e.g., leering, making sexual gestures, offensive touching or assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on any of the above enumerated bases.
- c. Visual insults of harassment, e.g., derogatory posters, cartoons, or drawings on any of the above enumerated bases.
- d. Sexual favors, e.g., unwanted sexual advances, requests for sexual favors and/or other conduct of a sexual nature which occurs under the following circumstances:
 - i. Submission to such conduct is explicitly or implicitly made a term or condition of employment/volunteering; or
 - ii. Submission to or rejection of such conduct is used as the basis for employment decisions affecting the employee, applicant or volunteer status; or
 - iii. Such conduct has the purpose or effect of substantially interfering with the individual's performance and/or creating an intimidating, hostile or offensive working/volunteer environment.
- e. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- f. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- g. Simply because no one has complained about a joke, gesture, picture, physical contact or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- h. Even visual, verbal and/or physical conduct between two individuals who appear to welcome it can constitute harassment of a third individual, i.e., applicant, officer, official, employee, volunteer, contractor, vendor, invitee or member of the public who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

3. Discrimination is treating individuals differently because of the individual's protected classification as defined in this policy.

4. Retaliation is adverse conduct which is taken because an applicant, employee, volunteer,

contractor, invitee or member of the public has reported harassment or discrimination, or has participated in the complaint and investigation process.

- a. Adverse conduct includes: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.
- b. The following individuals are protected from retaliation: those who make good faith report of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

COMPLAINT PROCEDURE

1. An applicant, employee, volunteer or independent contractor who believes that he/she has been harassed, discriminated against or retaliated against should immediately submit a written and/or verbal complaint to the City regarding the facts of the incident(s) and the name(s) of the individual(s) involved. There is no need to follow the chain of command:
 - a) Immediate supervisor;
 - b) Any supervisor or manager within or outside of the department;
 - c) Department Head; or
 - d) Human Resources Manager.
2. If the complaint is against a Department Head, the complainant submits his/her complaint directly to the City Manager.
3. A supervisor or department head who receives a complaint, or otherwise becomes aware of a violation of this policy, must immediately notify the Human Resources Manager about the complaint and/or policy violation. Failure to do so may result in disciplinary action, up to and including termination.
4. Upon receiving notice of a complaint alleging harassment/discrimination/retaliation, the Human Resources Manager, or another individual designated by the City Manager, shall:
 - a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: i) the complainant; ii) the accused harasser; and iii) other persons who have relevant knowledge concerning the complaint.
 - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- c) Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
5. If conduct in violation of this Policy occurred, the Human Resources Manager or another individual designated by the City Manager, shall:
- a) Take and/or recommend to the appointing authority prompt and effective remedial action where the action is commensurate with the severity of the offense;
 - b) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation; and
 - c). Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
6. If the complaint is against a patron of City services, the City will take reasonable steps within its power to investigate and remediate the problem.

INVESTIGATION

City employees, volunteers, contractors, officers and officials who are interviewed during the course of an investigation of any harassment/discrimination/retaliation complaint are prohibited from discussing the substance of their interviews, except as otherwise directed by a supervisor or the Human Resources Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

The City of Santa Fe Springs will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings or to comply with the law or a court order.

CONFIDENTIALITY

Confidentiality will be maintained to the extent possible. However, complete confidentiality is not possible because the City must fully investigate and has the duty to take effective remedial action.

CITY OF SANTA FE SPRINGS
INJURY AND ILLNESS PREVENTION PROGRAM
POLICY STATEMENT

It is the policy of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels.

It is the intent of the city to comply with all laws. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

The personal safety and health of each City employee is of primary importance. Prevention of occupational injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical safeguards necessary for personal safety and health, in keeping with the highest standards.

Management will maintain a safety and health program conforming to the best practices of municipalities. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can safety program in the best interest of all be established and preserved.

The City's objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum.

The safety and health program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting safety and health inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment, and instructions for use and care.

- Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what cause it and correcting the problem so it won't happen again.

The City recognizes that the responsibilities for safety and health are shared:

- The employer accepts responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encourage to make recommendations for increasing workplace safety.

City of Santa Fe Springs
Military Leave
(Revised February 9, 2006)

POLICY:

Military leave will be granted to all employees in accordance with state and federal laws. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. The request for military leave shall state the date when the leave of absence begins and the anticipated date of return.

WAGES AND BENEFITS:

- A. An employee who is on temporary military leave, and who has been in City service for at least one year, is entitled to receive his/her full compensation for the first 30 calendar days of such leave provided that the period of ordered duty does not exceed 180 calendar days. Such compensation shall not exceed 30 days in any one fiscal year. In determining the one year of City service, all service of said employee in a recognized military service shall be counted as City service. The City is not legally responsible for compensation for inactive duty training; therefore, an employee on temporary military leave for inactive duty training is not eligible to receive compensation.
- B. An employee's benefits, vacation, sick leave, holiday privileges, seniority, etc., will continue to accrue while on temporary military leave in the same manner as if the employee were working for the City during that time. However, an uncompleted probationary period, if any, must be completed upon reinstatement as provided by law or City rules and regulations.
- C. An employee who has been ordered to military duty and is on military leave, other than temporary military leave, and who has at least one year service with the City before the date that his/her military leave begins, shall be provided with full compensation for the first 30 calendar days of military leave in any one fiscal year. However, an employee who is ordered to active duty as a member of the National Guard shall receive his/her full compensation for the first 30 calendar days of military leave, regardless of the length of his/her service with the City.
- D. An employee on military leave for the purpose of active duty, except as a member of the National Guard, shall not accrue sick leave or vacation while on such leave. An employee who is ordered to active military duty as a member of the National Guard shall accrue vacation and holiday privileges during his/her military leave, but not sick leave, as if he/she had not taken military leave.
- E. An employee returning from military leave is entitled to non-seniority based rights and benefits as are generally provided by the City to employees having similar seniority, status and pay who are on furlough or non-military leave of absence under a contract, agreement, policy, practice, or plan in effect at the time of his/her military service or established while the employee performs military service.

RE-EMPLOYMENT:

- A. An employee on military leave is entitled to be reinstated to his/her previous position (or a position of similar seniority, status and pay) with the City upon termination of his/her military duty. If no position exists, then the returning employee shall have the same rights that he/she would have had if he/she occupied the position when it ceased to exist and he/she had not taken any military leave of absence.
- B. The returning veteran shall provide his/her Department Head with oral or written notification of his/her request for reinstatement. The returning employee must also submit proof that he/she received a discharge from military service that was not dishonorable. A dishonorable discharge from military service would require review by the City Manager.
 - 1. Employees returning from active military duty must seek reinstatement with the City within six (6) months after returning from active military duty.
 - 2. If an employee is hospitalized, convalescing or recovering from an illness or injury incurred or aggravated during the active duty, the employee must report at the end of the period needed for recovery up to two years, unless the ability to report within the two year period is made impossible or unreasonable due to circumstances beyond the employee's control.
 - 3. The right to reemployment does not extend to an employee who fails to return to his/her job position within twelve (12) months after the first date that he/she could terminate his/her active military service.
- C. The City may refuse to reemploy a returning service member for the following reasons:
 - 1. The City's circumstances have changed so much as to make the reemployment impossible or unreasonable.
 - 2. The reemployment would cause undue hardship on the City.
 - 3. The employment from which the person left was for a brief, non-recurrent period and there is no reasonable expectation that the job would continue indefinitely or for any significant period.

**City of Santa Fe Springs
Workplace Violence/Security
(Revised February 16, 2006)**

PURPOSE

To establish a safe working environment through prevention, control, response and evaluation of violence in the workplace; to educate and train City personnel on how to properly respond to potential and actual violations of the City of Santa Fe Springs' Violence in the Work Place Policy.

POLICY

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City intends to maintain this commitment with a policy of "**zero tolerance**" to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace.

All acts of violence or force, either threatened or actual, are prohibited and shall be met with disciplinary action, up to and including termination and criminal prosecution. These include acts directed toward elected officials, employees, volunteers, contractors, or the public, either on public or private property. The City further prohibits the presence, possession, exhibition or the carrying of firearms, knives, crossbows, explosives, hazardous materials, or other weapons which are prohibited by law, whether concealed or not, at or in the workplace. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State law.) Exception: Fire Safety personnel, Public Works Maintenance and Inspectors, and Home Repair Crew may utilize knives that meet the following requirements:

1. The blade must fold. No fixed blade is permitted.
2. The maximum blade length in the open position is 4". The maximum blade width is 1".
3. The blade shall have only one edge designed for cutting (no two-edged blades).
4. The cutting edge may have no more than 1 ½" of serrations. The serrations must be at the proximal end of the blade (near the handle) and must be continuous.
5. The knife may not be carried in a concealed location. It must be carried in its casing (folded).
6. Carrying of more than one knife is prohibited.
7. The knife must be commercially available.
8. The knife is to be used as a tool. Use of the knife as a weapon is prohibited.

The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any difficulties that may arise. When such difficulties become known, departments should inform affected employees of the services provided by the EAP.

I. SYMPTOMS OF POTENTIAL VIOLENT BEHAVIOR:

- Increased use of alcohol and/or illegal drugs.
- Unexpected increase in absenteeism.
- Noticeable decrease in attention to appearance and hygiene.
- Explosive outburst of anger or rage without provocation.
- Depression/withdrawal.
- Suicidal: comments about "putting things in order" and the impact on others in case of his/her permanent departure.
- Comments approving publicly reported incidents of workplace violence, "I wish I could do that (bland) too".

- Frequent, vague physical complaints.
- Noticeably unstable emotional responses.
- Behavior which suggests paranoia such as "everybody is against me".
- Talking about previous incidents of violence (may include child/spouse abuse and barroom-type fighting).
- Increased mood swings.
- Inappropriate comments to co-workers and supervisors about other employees or situations.
- Resistance and overreaction to changes in procedures and policies.
- Repeated violations of company policies.
- Increase of unsolicited comments about firearms and other dangerous weapons, violent crimes, and empathy with individuals committing violence.
- Escalation of domestic problems.
- Loner, effective socially.

II. DEFINITIONS:

- A. Weapon - any item, tool or object which can be used as a dangerous weapon, including those which are defined as such by law.
- B. Workplace Violence - violence in which an individual inflicts, or threatens to inflict, on others at the place of work, damage to property, serious harm or injury to a person, or death.
- C. Violence - any acts or attempt to frighten, intimidate, injure, damage or destroy another person or property, e.g., gestures, innuendos, intimidation, physical force, retaliation, self-prediction of loss of control, stalking, strong negative feeling/emotion or written/verbal threats.
- D. Threat - a direct or implied oral or written statement expressing intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. The following are some examples, but not an inclusive list, of behaviors that may be considered threats:
1. Striking, punching, slapping or assaulting another person
 2. Fighting or challenging another person to fight
 3. Actions or works tending to provoke reaction
 4. Grabbing, pinching or touching another person in any m1invited/unwanted way
 5. Engaging in dangerous, threatening or uninvited horseplay
 6. Possession, use, or threat of use, of a gun, knife or other weapons of any kind on City property, including parking lots, other exterior premises, vehicles, or while engaged in activities for the City in other locations. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State Law.)
- E. Harassing Conduct - a direct or implied oral or written expression of intent to cause emotional and/or physical harm. The following are some examples, but not an inclusive list, of behaviors that may be considered harassing conduct:
1. Teasing and practical jokes that cause anger or humiliation
 2. Intimidation, bullying
 3. Angry outbursts
 4. Verbal abuse, name calling, biting sarcasm, or obscene language
 5. Threats (verbal, written or gestured)
 6. Harassment (general or sexual)
 7. Throwing or breaking objects
 8. Romantic obsessions and stalking

- F. Self-expression - all individuals have the right to self-expression; however, the City has a "zero tolerance" policy toward all expressions of violence or potential violence. Because intent may not always be discerned by co-workers, no employee of the City shall joke about physical acts of violence.
- G. Threat Management Team - an organized group of individuals/positions whose responsibility it is to manage and mitigate workplace violence issues. The team is comprised of the following: City Manager, Director of Finance and Administrative Services, Human Resources Manager, Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and alternate support personnel.
- H. Police Services Crisis Incident Team - an organized group of sworn and non-sworn City and contract law enforcement personnel whose responsibility it is to respond to community violence issues. The team is comprised of the following positions: Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and a dedicated Whittier Police Sergeant.

III. LEVELS OF VIOLENCE:

A. Level I

1. Spreads malicious rumors or gossip to harm others
2. Is constantly swearing at others
3. Refuses to obey City policies and procedures or to cooperate with their supervisor
4. Consistently argues with co-workers
5. Makes unwanted sexual comments or overtures
6. Is belligerent toward other employees, customers or clients

B. Level II

1. Expresses threats of suicide
2. Argues increasingly with customers, vendors, co-workers, and management
3. Expresses intent to sabotage equipment and/or steal property
4. Expresses intent to hurt co-worker and/or management
5. Sends sexual or violent notes to co-worker and/or management
6. Engages in physical touching of a sexual nature
7. Engages in stalking
8. Participates in a physical altercation
9. Expresses threat
10. Displays firearms, knife, explosive or weapon

C. Level III

1. Recurrent suicidal or homicidal threats
2. Recurrent physical altercations
3. Destruction or improper use of property
4. Sabotage of equipment or theft of property
5. Use of weapons or other objects that cause harm
6. Acts of murder, rape, or other violent acts

IV. RESPONSIBILITIES:

A. Levels I and II

1. Supervisors and Managers - it is the responsibility of all managers and supervisors to ensure that a safe workplace exists. In the event of a direct or implied threat, or an act of violence, the immediate supervisor or responsible person shall:
 - a. Immediately inform the employee who was threatened, that threats or acts of violence will not be tolerated, and that an investigation will take place.
 - b. Immediately inform the accused employee that threats or acts of violence will not be tolerated and disciplinary action may follow. The employee should be strongly encouraged to access the services of the EAP.
 - c. Avoid escalating the situation by making counter threats or humiliating the employee who is allegedly threatening violence.
 - d. Evaluate the need to remove the employee who allegedly made the threat or committed the act of violence from the workplace.
 - e. If the accused employee makes a threat and presents a danger by their presence on the job, the employee shall be required to leave the workplace immediately. (The Human Resources Office shall subsequently determine the pay status of the employee.)
 - f. Take reasonable steps to prevent escalation of threats or acts of violence.
 - g. Conduct a full investigation of the facts by gathering information from individuals who were at the scene where the alleged threat or act was committed. (IV.A.3)
 - h. Supervisors and management will immediately take measures, appropriate for the situation, to prevent harm to persons or property.
 - i. When appropriate, the local law enforcement agency will be called for assistance. (IV.B.3)
 - j. Supervisors or Department Heads will immediately contact the Human Resources Office for assistance or appropriate action to take before the employee can return to work or to seek guidance for the conduct of the investigation.
2. Employees - every employee is responsible for compliance with this policy, and to report any and all acts or threats of violence immediately to department management without fear of reprisal. The report of an act or threat of violence should include at a minimum the information listed in "Investigations, Section C" described below. In addition, employees will adhere to the following:
 - a. All threats need to be reported and taken seriously. Employees who become aware of an allegation that a threat may have been made will promptly notify department management of the details of the alleged threat.
 - b. In the event an employee obtains a restraining order against another person, the employee is required to report this information and provide written documentation to department management and Police Services to ensure a safe workplace. A description of the individual (photograph if available) whom the restraining order is filed against should also be provided to department management and Police Services. Under certain circumstances, the City can offer

assistance in obtaining a restraining order against persons who are harassing, threatening or stalking employees.

- c. Get copies of restraining orders if the individual appears at City facility and allow employees to be informed of the provisions of the restraining order such as distance limitations.
- d. If an individual, who has allegedly made a threat, unexpectedly arrives at the workplace, the employee making the observation shall notify their supervisor who will then advise the Department Head and call for law enforcement assistance, if needed.

3. Investigations - all reported acts of threats of violence will be investigated by the Whittier Police Department, Police Services Department, with the assistance of the Human Resources Office.

- a. Prior to beginning any investigation, the investigating officers must become aware of the employee's rights in such circumstances. This shall be done prior to the interviewing of any witnesses or accused employee.
- b. Through regular fact-finding procedures, document what was said and what was heard when the alleged threat was made:
 - (1) Who committed the act of violence and the names of any victims or witnesses?
 - (2) What was said or done (be as accurate as possible)?
 - (3) When did the incident occur?
 - (4) Where did the incident take place?
 - (5) Why was the act committed?
- c. Collect written statements from everyone involved. Take pictures of personal injuries and/or property damaged.
- d. The Human Resources Office shall maintain files and records relating to workplace violence.

B. Level III

1. Supervisors and managers:

- a. Call 911 and request assistance
- b. Assist the responding agencies as directed by containing the area and providing necessary information
- c. Notify the Department Head and the Human Resources Office of the incident and action taken
- d. Document all pertinent information and assist the Human Resources Office and Threat Management Team with the administrative investigation

2. Human Resources Office:

- a. Dispatch a representative to the incident location to work with the responding law enforcement, fire agencies and Police Services' Crisis Incident Team.
- b. Activate the Threat Management Team and the Police Services Department's Crisis Incident Team.
- c. Work with responding agencies/departments to obtain all necessary facts and evaluate the situation for the best course of action, e.g., the closure of City facilities or services for a period of time, sending employees home, and/or immediate disciplinary action.
- d. Assist traumatized or affected employees as needed by coordinating immediate non-emergency transportation, trauma assistance, contacting Police

Services' Crisis Incident Team, family members or next-of-kin, if needed.

- e. Ensure that appropriate safety procedures are followed for risk management purposes.
- f. Keep appropriate management personnel and City Attorney, if necessary, apprised of the situation at hand.
- g. At the end of the incident, coordinate the administrative investigation with the appropriate departments, Threat Management Team, and support personnel.
- h. Assess the need for and coordinate follow-up crisis counseling and employee assistance with the Threat Management Team and Police Services' Crisis Incident Team.

3. Department of Police Services:

- a. Take action to mitigate any immediate danger
- b. Assess the need for police intervention in a non-emergency situation
- c. When applicable, complete a police report
- d. Advise the victim of the option to obtain a civil restraining order against the identified suspect(s)
- e. Facilitate appropriate searches for dangerous weapons on City property or pursuant to a criminal or administrative investigation
- f. Advise all parties that the criminal investigative interviews take precedence over administrative interviews of the involved parties
- g. Provide or obtain professional counseling for victim(s)
- h. Advise and dispatch Crisis Incident Team

4. Fire Department:

- a. Provide immediate medical treatment, if needed
- b. Coordinate additional fire/medical responses. *All direction of fire/police/ medical will be through their respective chains of command. Firefighters and emergency personnel shall not enter an unsecured location to address first aid and other property/life threatening conditions until they are advised that it is safe to enter by the police.
- c. Maintain an update of the status of the incident

5. City Attorney

- a. Upon notification of the incident, assess the need for legal assistance
- b. Make contact with City Manager and Human Resources Office
- c. Assist with administrative investigation by reviewing facts and evidence, and directing staff on course of action
- d. Advise staff on legal issues to protect the City from potential claims and litigation, e.g., personnel, safety, medical and political issues

6. Threat Management Team:

As necessitate by the seriousness of the incident, the Human Resources Office may assemble the Threat Management Team to establish protocol in the event of a threat or violent incident that includes, but is not limited to:

- a. Evaluating potential violence programs

- b. Assessing an employee's fitness for duty through a mental health professional and Director of Intervention Services
- c. Selecting intervention techniques to include defusing and debriefing
- d. Establishing a plan for the protection of co-workers and other potential targets
- e. Coordinating with affected parties such as victims, witnesses, employees' families, media, or law enforcement personnel
- f. Referring victims to appropriate assistance and community service programs
- g. Assuring that immediate and ongoing counseling is available to traumatized individual(s) and their families.



CONSENT AGENDA

Operating Agreement 01-2022

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall V-shape electronic billboard on the west (southbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-029-004)

RECOMMENDATION

- Adopt Resolution No. 9832, which incorporates the City Council's findings and actions regarding this matter.

BACKGROUND

On September 7, 2021, the Santa Fe Springs City Council adopted Ordinance No. 1118, which made several changes to Title 15, Chapter 155 of the Santa Fe Springs Municipal Code, including Section 155.519. In accordance with Section 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program), electronic billboards are permitted on M-2 zoned properties that are immediately adjacent to the Interstate 605 Corridor, and a Development Plan Approval (DPA) has first been obtained for the sign design. In addition to the approval of a DPA, the developer of said billboard is also required to obtain approval of an Operating Agreement with the City.

At their November 14, 2022 meeting, the Planning Commission approved the construction and operation of a new 50-foot tall V-shape electronic billboard (DPA Case No. 987). The Developer, 605 Investments, LLC, is, therefore, requesting approval of Operating Agreement No. 01-2022.

OPERATING AGREEMENT

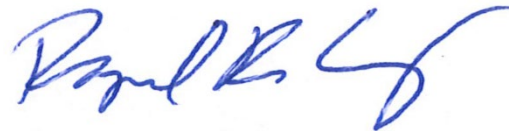
Resolution No. 9832, if approved by the City Council, would effectuate the Operating Agreement. Said Operating Agreement would set forth the rules and regulations under which the proposed billboard would be allowed.

The main points of Operating Agreement 01-2022 (see Attachment #2) are as follows:

1. The developer and the City agree that an annual operating fee paid by the developer to the City would adequately mitigate all such potential impacts. The parties, therefore, agree that the developer shall pay an annual development fee to the City ("Operating Fee"). The initial Operating Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Operating Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. For any calendar year of the Term, the "Alternative Mitigation Fee" shall be an amount equal to nine percent (9%) of the Gross Revenue made from the

digital displays on the Site during the preceding calendar year of the Term. If during any particular year of the Term the Alternative Mitigation Fee calculation is higher than the Operating Fee calculation with the 3% increase at the time of calculating the Revenue Report, the developer shall include along with the Revenue Report a payment corresponding to the Alternative Mitigation Fee. Notwithstanding, all fee-related criteria are outlined in Operating Agreement 01-2022.

2. The Developer is prohibited from utilizing any of the displays on the new digital billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). The developer shall cooperate with the City in the conduct of any Special Review.



Raymond R. Cruz
City Manager

Attachments:

1. Development Plan Approval (DPA 987) Approval Letter
2. Operating Agreement 01-2022
3. Resolution No. 9832

Attachment 1: Development Plan Approval (DPA 987) Approval Letter



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

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

November 15, 2022

605 Investments, LLC
2 S. View
Trabuco Canyon, CA 92679

Attn.: Glenn Emanuel

Re: Development Plan Approval (DPA) Case No. 987
8717 Pioneer Blvd., Santa Fe Springs, CA 90670

Dear Mr. Emanuel:

The Planning Commission, at their meeting on November 14, 2022, took action on your request for the approval to allow the construction and operation of a new 50-foot tall V-shaped electronic billboard with 14' x 48' display areas on property located at 8717 Pioneer Boulevard (APN: 8177-029-004) in the M-2, Heavy Manufacturing Zone. (605 Investments LLC).

The Planning Commission approved your requested entitlement subject to the findings and conditions of approval as provided within the attached Resolution No. 221-2022 and Exhibit A.

The Zoning Ordinance sets forth an appeal period of fourteen (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

Annette Rodriguez, Mayor • Joe Angel Zamora, Mayor Pro Tem
City Council
Juanita Martin • John M. Mora • Jay Sarno
City Manager
Raymond R. Cruz

If you have any questions, please contact Claudia Jimenez, Assistant Planner at (562) 868-0511 x7356, or E-Mail claudiajimenez@santafesprings.org.

Sincerely,



Wayne M. Morrell
Director of Planning

cc: City Council (Electronically)
Ray Cruz, City Manager (Electronically)
Dino Torres, Director of Police Services (Electronically)
Michelle Norwood, Assistant Director of Police Services (Electronically)
Noe Negrete, Director of Public Works (Electronically)
Robert Garcia, Public Works CIP Manager (Electronically)
Redford Bayan, Engineering Tech (Electronically)
Brent Hayward, Fire Chief (Electronically)
Chad Van Meeteren, Battalion Chief (Electronically)
Wayne Morrell, Director of Planning (Electronically)
Teresa Cavallo, Planning Program Assistant (Electronically)
File Copy

Attachment 2: Operating Agreement 01-2022

OPERATING AGREEMENT NO. 01-2022

This Operating Agreement (hereinafter “Agreement”) is entered into this 6th day of December, 2022 (hereinafter the “Effective Date”), by and between the City of Santa Fe Springs (hereinafter “City”), and 605 Investments LLC, a California Corporation (hereinafter “Developer”).

RECITALS

A. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the west (southbound) side of Interstate 605 (I-605), at 8717 Pioneer Boulevard, in the City of Santa Fe Springs (APN: 8177-029-004), as more specifically described in Exhibit “A” and depicted at Exhibit “C-1”, attached hereto and incorporated herein (the “Site”), upon which it seeks to install a new lawfully permitted 50-foot tall, V-shape electronic billboard with display screens measuring 14’ x 48’, that is oriented southbound, toward the Interstate-605 Freeway , as depicted in Exhibit “C-2” (the “New Electronic Billboard”).

B. Developer and City recognize that the Developer has a legal or equitable interest in the Site and thus is qualified to enter into this Agreement.

C. In exchange for the City approvals sought by Developer for the New Electronic Billboard as provided on the Site herein, Developer is agreeable to paying to the City an initial annual Development Fee of Two Hundred Thousand and No/100 Dollars (\$200,000.00), on the first Anniversary Date and on subsequent Anniversary Dates the Development Fee shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%), or Alternative Development Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.6 below, for the cost to the City to mitigate the impact of the installation of the New Electronic Billboard.

D. The Site is located within the City’s M-2, Heavy Manufacturing Zone, designated by the General Plan as Industrial. Developer and the City agree that a operate agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

E. On November 14, 2022 the Planning Commission of the City, at a duly noticed hearing, granted “Development Plan Approval” for the construction and operation of a New Electronic Billboard on the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (“CEQA”), on the basis that an Initial Study/Negative Declaration (ND) which was also approved at the November 14, 2022, Planning Commission meeting, concluded that although the proposed project could have an effect on the environment, the effects are not considered to be significant. Such CEQA determination considered the impacts of the electronic billboard which is the subject of this Agreement.

G. On November 14, 2022, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 221-2022, recommending approval of this Agreement (in substantially the form) to the City Council.

H. On December 6, 2022, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Resolution No. 9832, which Resolution approves this Agreement.

I. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays, and restore the Site to its pre-billboard condition, except the columns can be cut off one (1) foot below grade, if a new operation agreement is not negotiated with the City.

J. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Resolution No. 9832 of the City Council have been duly and regularly taken.

K. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth Scope of the Development and the Schedule of Performance (Exhibit "D").

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1. Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 "Agreement" means this Operation Agreement and all attachments and exhibits hereto.

1.1.2 "Anniversary Date" is the annual reoccurrence of the Commencement Date.

1.1.3 "City" means the City of Santa Fe Springs, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Commencement Date" is the date that the building inspector releases the electric meter to Southern California Edison.

1.1.6 “Developer” means 605 Investment LLC, a California Corporation duly existing and operating, and its successors and assigns, doing business at 2355 Main Street., Suite # 100, Irvine, CA 92614.

1.1.7 “Development” means the installation of a New Electronic Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building located on Owner’s property) to the New Electronic Billboard.

1.1.8 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on November 14, 2022, pursuant to Resolution No. 221-2022, and approval by the City Council by on December 6, 2022, pursuant to Resolution No. 9832, as further described at Section 5.3 herein.

1.1.9 “Effective Date” means the date inserted into the preamble of this Agreement, which is thirty (30) days following approval of this Agreement by Resolution of the City Council, provided this Agreement is signed by Developer and the City.

1.1.10 “Final Permits” shall mean all necessary/required permits and inspections by all governmental and utility agencies, to construct, operate and maintain the New Electronic Billboard, and are signed and dated by the Building Official or designee, where applicable.

1.1.11 “Gross Revenue” is based solely on the revenue generated from the digital display (basic advertising area of the billboard), as recorded on the City of Santa Fe Springs building permits, and does not include neon channel letters. Developer shall not conceal advertising revenues derived from the digital display within the normal price range the Developer charges for any appurtenances that are installed on the Billboard. Gross Revenue specifically excludes advertising agency fees paid to the advertiser’s advertising agency and or brokerage fees paid to the sales broker other than Developer.

1.1.12 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Electronic Billboard, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.13 “Lease” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.14 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.15 “Owner” means Santa Fe Members LP, the current record owner of fee title to the Site.

1.1.16 “Site” refers to the site described in Recital A and more specifically described on Exhibit “A and depicted at Exhibit C-1” attached hereto and incorporated herein.

1.1.17 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “D” and incorporated herein.

1.1.18 “Scope of Development” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.19 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.

1.1.20 “Subsequent Development Approvals” means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.21 “Term” shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Scope of Development), Exhibit “C-1” (Site Plan), Exhibit “C-2” (Billboard Elevation), and, Exhibit “D” (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1. Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer’s obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.2. Interest in Site. The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer’s leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit “B” herein, relative to the maintenance of landscaping thereon at the Site, except as provided under Section 7.1. Additionally, if Developer’s leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement for the Site, except as provided under Section 7.1.

2.3. Term of Agreement. Unless earlier terminated as provided in this Agreement, the “Term” of this Agreement shall continue in full force and effect for thirty (30) years from the Commencement Date and will terminate on (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Electronic Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Developer shall completely remove the New Electronic Billboard within the times and as provided under Section 7.1 herein. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 10.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down and the lease area restored to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

2.4. Processing Fee. Thirty (30) days after the Commencement Date the Developer shall pay the City a processing fee (“Processing Fee”) in the amount of One Hundred Thousand Dollars (\$100,000.00). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City’s discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5. Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual Development Fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual Development Fee to the City (“Development Fee”). The initial Development Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. By way of example: Initial Development Fee \$200,000.00; 2nd year \$206,000.00 (Initial Development fee of \$200,000.00 plus 3% or \$6,000.00); 3rd year \$212,180.00 (Preceding year Development Fee of \$206,000 plus 3% \$6,180.00); 4th year \$218,545.40 (Preceding year Development Fee of 212,180.00 plus 3% or \$6,365.40). Notwithstanding any other term of this Agreement, including but limited to termination rights stated in various sections except for City default under subpart 7.1.2, the Development Fee shall be paid to the City at all times when the Electronic Billboard exists and is in operation for its intended use. The obligation of payment of the Development Fee to the City set forth in this section shall survive any early termination of this Agreement prior to the completion of the full thirty-year term and shall be due and payable as if the Agreement was fully in force for the thirty-year term.

2.6. Alternative Development Fee. For any calendar year of the Term, the “Alternative Development Fee” shall be an amount equal to nine percent (9%) of the Gross Revenue made from the digital displays on the Site during the preceding calendar year of the Term. By way of example only, should the Gross Revenue during 3rd year of the Term total \$2,500,000.00 for the New Electronic Billboard, then for that year Developer shall pay to the City for the New Electronic Billboard the Alternative Fee of \$225,000.00 assuming no applicable deductions from Section 1.1.11 above (i.e., 9% of \$2,500,000.00 is \$225,000.00 in lieu of the 3rd year Development Fee of \$212,180). The Alternative Development Fee of \$225,000.00 will then become the Development Fee for the calculation for the 4th year Development Fee.

2.6.1. Revenue Report & Payment of Alternative Development Fee or Development Fee: Within ninety (90) days following the Anniversary Date Developer shall furnish to the City an itemized statement in writing ("Revenue Report"), certified by Developer to be correct, showing the total Gross Revenue made from each sign face of the New Electronic Billboard during the preceding calendar year of the Term attributable to each sign display of the New Electronic Billboard. If during any particular year of the Term the Alternative Development Fee calculation is higher than the Development Fee calculation with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Alternative Development Fee. If the Alternative Development Fee calculation is less than the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Development Fee calculation.

2.6.2. Additional Revenue. While Developer is not precluded from generating additional revenue from wireless deployment on the billboard, other than wireless communication devices for the use of operating a billboard, Developer shall not enter any agreement with any party for additional revenue, including revenue derived from wireless deployment on the billboard, without first reaching an agreement with City regarding the additional revenue.

2.6.3. Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Electronic Billboard revenue and to view those portions of any advertising space contracts or invoices that only related to this Agreement, at Developer's Corporate office, on any normal workday between 9:00 a.m. and 4:00 p.m. once a year. City also has the option of having the contracts and invoices reviewed at City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670, for the audit. Prior to the audit, the City shall sign a confidentiality agreement regarding the advertising space contracts and invoices. If the statement of total Gross Revenue previously provided to the City shall be found to be inaccurate for prior calendar years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

3. COMMUNITY BENEFITS. Developer shall also provide the following Community benefits during the entire Term of this Agreement.

3.1. City's Use of the Billboard. Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer

with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

3.2. Amber Alerts; Public Safety Messages. In addition to the foregoing, Developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws. In addition, Developer shall make the advertising space on the Electronic Freeway Signs available to the City, and to other government agencies with the consent of the City, which consent shall not be unreasonably withheld, and without cost, on a space-available basis determined by Developer, for the purpose of displaying public-safety messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications, etc.).

3.3. Discount Advertising. Developer shall offer a twenty percent (20%) discount off its applicable rates for display of advertising on the Billboard to any business that is a member of the Santa Fe Springs Chamber of Commerce, and has a headquarters and/or office in the City.

4. PROHIBITED USE. Developer shall not utilize any of the displays on the New Electronic Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance.

5. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

5.1. Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 5.2 below.

5.2. Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structure on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

5.3. Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Development Plan Approval and building permit(s) from the City, and any and all permits and

approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the project, thus complying with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code that were in effect at the time the Operation Agreement and Development Plan Approval were approved by the City Council, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in effect at the time the Operation Agreement and Development Plan Approval were approved by the City Council, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

5.4. Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D". "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Electronic Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 5.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 10.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 10.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Electronic Billboard. Developer shall also maintain the New Electronic Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit "B" herein.

5.5. Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s), provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the Planning Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant

to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

5.6. Reservation of Authority.

5.6.1. ***Limitations, Reservations and Exceptions.*** Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Electronic Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

5.6.2. ***Future Discretion of the City.*** This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

5.6.3. ***Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.*** In the event that applicable federal, state, county or multi-jurisdictional laws

or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.7. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 7.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.8. Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:

5.8.1. The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

5.8.2. The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

5.8.3. It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.9. Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Operation Agreement and/or the Development Approvals. However, this Operation Agreement shall not prohibit the application of fees, taxes or assessments

upon the Site only and not on the New Electronic Billboard or Developer directly, except as follows:

5.9.1. Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;

5.9.2. Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;

5.9.3. Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer; and

5.9.4. Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.

5.10. Changes. Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

6. REVIEW FOR COMPLIANCE.

6.1. Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the Anniversary Date, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, but any disclosure shall be via a redacted Lease per Section 2.2, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

6.2. Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

6.3. City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 6.2 above. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 6.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Electronic Billboard during any inspection.

6.4. Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 7; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 10.10.

6.5. Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or

Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 6.5, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

7. DEFAULT AND REMEDIES.

7.1. Termination of Agreement.

7.1.1. ***Termination of Agreement for Material Default of Developer.*** The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In the event of a termination by the City under this Section 7.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Electronic Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

7.1.2. ***Termination of Agreement for Material Default of City.*** Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, (1) it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development or (3) the Lease is terminated, or (4) it is unable to profitably operate the Development. In the event of a termination by Developer under this Section 7.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Electronic Billboard that is so terminated that equates to the percentage of time elapsed in the year of the Term at the time of termination.

7.1.3. ***Rights and Duties Following Termination.*** Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i)

any obligations to have been performed prior to said termination of this Agreement , (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination of this Agreement, (iii) Developer's obligation to remove the terminated New Electronic Billboard pursuant to Section 2.3, (iv) if the Electronic Billboard continues to be in place and operational, then payment of the Development Fee as set forth in section 2.5 above, or (iv) any continuing obligations to indemnify other parties.

8. INSURANCE, INDEMNIFICATION AND WAIVERS.

8.1. Insurance.

8.1.1. *Types of Insurance.*

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 8.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

8.1.2. *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.

8.1.3. *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit “D” (Schedule of Performance)

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

(c) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 6.4, may view such failure or refusal to be a default hereunder.

8.2. **Indemnification.**

8.2.1. **General.** Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys’ fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective its officers, agents, and employees harmless therefrom.

8.2.2. **Exceptions.** The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

8.2.3. **Additional Coverage.** Without limiting the generality of the foregoing, Developer’s indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury any person or property whatsoever caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

(d) Any third party claims or challenges to the approval of this Agreement or the Development Approvals by City.

8.2.4. **Loss and Damage.** Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permits to enter executed by the City, or (iii) under the circumstances set forth in Section 8.2.2 above.

8.2.5. **Period of Indemnification.** The obligations for indemnity under this Section 8.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

8.3. **Waiver of Subrogation.** Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

9. **MORTGAGEE PROTECTION.** The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

9.1.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.

9.1.2. The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

9.1.3. If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

9.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

10. MISCELLANEOUS PROVISIONS.

10.1. Recordation of Agreement. This Agreement shall be recorded in "short form" version with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

10.2. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and

to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

10.4. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6. Singular and Plural. As used herein, the singular of any word includes the plural.

10.7. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.8. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.9. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.10. Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development Fee paid for any period after the effective date of such termination.

10.11. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.12. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.13. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

10.14. Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

10.15. Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

10.16. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.17. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

10.18. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

10.19. Assignment. Developer shall have the right to transfer or assign its rights and obligations under this Agreement (collectively, an "Assignment") to any person or entity (an "Assignee") in connection with a transfer or assignment of all of Developer's interest in the Lease without the prior approval of the City; provided that, (a) Developer shall notify City in writing of such proposed Assignment at least thirty (30) days prior to the effective date of any proposed Assignment, and (b) Developer and Assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which Assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed at the time of the Assignment.

10.20. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

10.21. Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: City Manager

If to Developer: 605 Investment, LLC
2 S. View
Trabuco Canyon, CA 92679
Attn: Glenn Emanuel

10.22. Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or

execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

10.23. No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

10.24. No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

Signature page to OPERATING AGREEMENT NO. 01-2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

605 Investment, LLC.
a California Corporation

By: _____
Glenn Emanuel, Manager

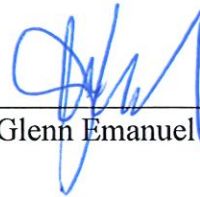
Signature page to
OPERATING AGREEMENT NO. 01-2022
(continued)

DEVELOPER:

605 INVESTMENTS, LLC,
a California corporation

By: _____

Glenn Emanuel



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF orange

On October 5, 2022, before me, C. MUYDERMAN, Notary Public
(here insert name and title of the officer)

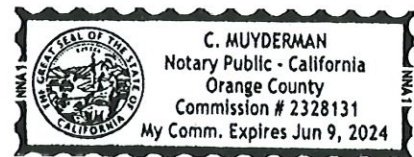
personally appeared Glenn Emanuel

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

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

WITNESS my hand and official seal.

C. MUYDERMAN
Signature (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

All that certain real property located in the City of Santa Fe Springs, County of Los Angeles, State of California more particularly described as follows:

PARCEL 2:

A STRIP OF LAND 80.00 FEET WIDE, BEING A PORTION OF THE MORENO TRACT, IN THE RANCHO PASO DE BARTOLO, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 72 PAGE 412](#) OF DEEDS OF SAID COUNTY IN SAID OFFICE OF SAID COUNTY RECORDER DESCRIBED IN PARCEL 2 OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D- 1625 PAGE 495, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS EXCEPTED BY E. BAILEY AND FRANCES LOUISE BAILEY, ALSO KNOWN AS FRANCIS LOUIS BAILEY, HUSBAND AND WIFE; EARIE M. SWEET AND NELLIE I. SWEET, HUSBAND AND WIFE; FRANK L. WHITE AND POLLYANNA PHILLIPS WHITE; HUSBAND AND WIFE, AND ADRIAN R. SWEET, ALSO KNOWN AS A. R. SWEET, A WIDOWER, IN DEED RECORDED FEBRUARY 6, 1958 AS [INSTRUMENT NO. 1386](#), IN BOOK D-5 PAGE 194, OFFICIAL RECORDS.

ALSO EXCEPT FROM ANY REMAINDER THEREOF EXCEPT ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH

THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 27, 1971 AS [INSTRUMENT NO. 2386](#), IN BOOK D-5070 PAGE 759, OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT 60.00 FEET WIDE FOR ACCESS ROAD PURPOSES UPON, OVER AND ACROSS THAT PORTION OF SAID MORENO TRACT, IN THE RANCHO PASO DE BARTOLO, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACQUIRED BY THE STATE OF CALIFORNIA IN PARCEL 1, OF DEED RECORDED IN [BOOK D-1625 PAGE 495](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH PORTION OF SAID MORENO TRACT, ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D-5 PAGE 194 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 2, RECORDED IN SAID [BOOK D-1625 PAGE 495](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BOUNDED WESTERLY BY THE EASTERLY LINE OF PARCEL 1, HEREINABOVE DESCRIBED, TOGETHER WITH ALL NECESSARY OR CONVENIENT MEANS OF INGRESS OR EGRESS TO AND FROM SAID LAND FOR THE ABOVE DESCRIBED PURPOSES, PROVIDED, HOWEVER, THAT THE OWNER OF THE LAND UNDERLYING SAID EASEMENTS MAY USE THE SURFACE THEREOF WITHOUT, HOWEVER, THE RIGHT TO BUILD PERMANENT STRUCTURES THEREON.

EXCEPT THEREFROM PARCELS 1, 2 AND 3 ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF, BY DEED RECORDED FEBRUARY 25, 2000 AS [INSTRUMENT NO. 00-0278588](#).

THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 27, 1971 AS [INSTRUMENT NO. 2386](#), IN BOOK D-5070 PAGE 759, OFFICIAL RECORDS

EXHIBIT "B"

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Electronic Billboard in accordance with the terms of this Agreement. The New Electronic Billboard consists of one (1) 50-foot tall, V-shape electronic billboard with displays screen measuring 14' x 48' that is oriented southbound toward Interstate 605 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Electronic Billboard and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Electronic Billboard.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Electronic Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, Resolutions and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such, maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Electronic Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Electronic Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Electronic Billboard and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may

designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B", then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 6.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Electronic Billboard and, where stated, landscaping adjacent to New Electronic Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site shown on Exhibit "C-1", and shall be of the dimensions described in Section 1, above.

(c) The size of each sign display of the New Electronic Billboard shall not exceed the dimensions set forth in the Resolution, and shall not to exceed the maximum height set forth in the Resolution, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Resolution and depicted in the Site Plan at Exhibit "C-1" and Billboard Elevation at Exhibit "C-2" both approved by the City as part of the Development Approvals.

(d) The New Electronic Billboard pole shall have a column cover as depicted in the Billboard Elevation within Exhibit "C-2", or as modified by the Development Approvals.

(e) Plans and specifications for the proposed installation of the New Electronic Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed

installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the New Electronic Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state Resolution with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Electronic Billboard from the California Department of Transportation Outdoor Advertising Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(j) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Electronic Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) If any portion of the landscaping or painted backing installed adjacent to the New Electronic Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, can remove and relocate any landscaping.

(m) Developer shall be required to install all utilities underground in connection with the New Electronic Billboard in conformance with Resolution Nos. 221-2022 and 9832. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

(p) Prior to final sign of the building permit for the New Electronic Billboard, the applicable landscaping or painted backing shall be installed at the Site.

(q) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

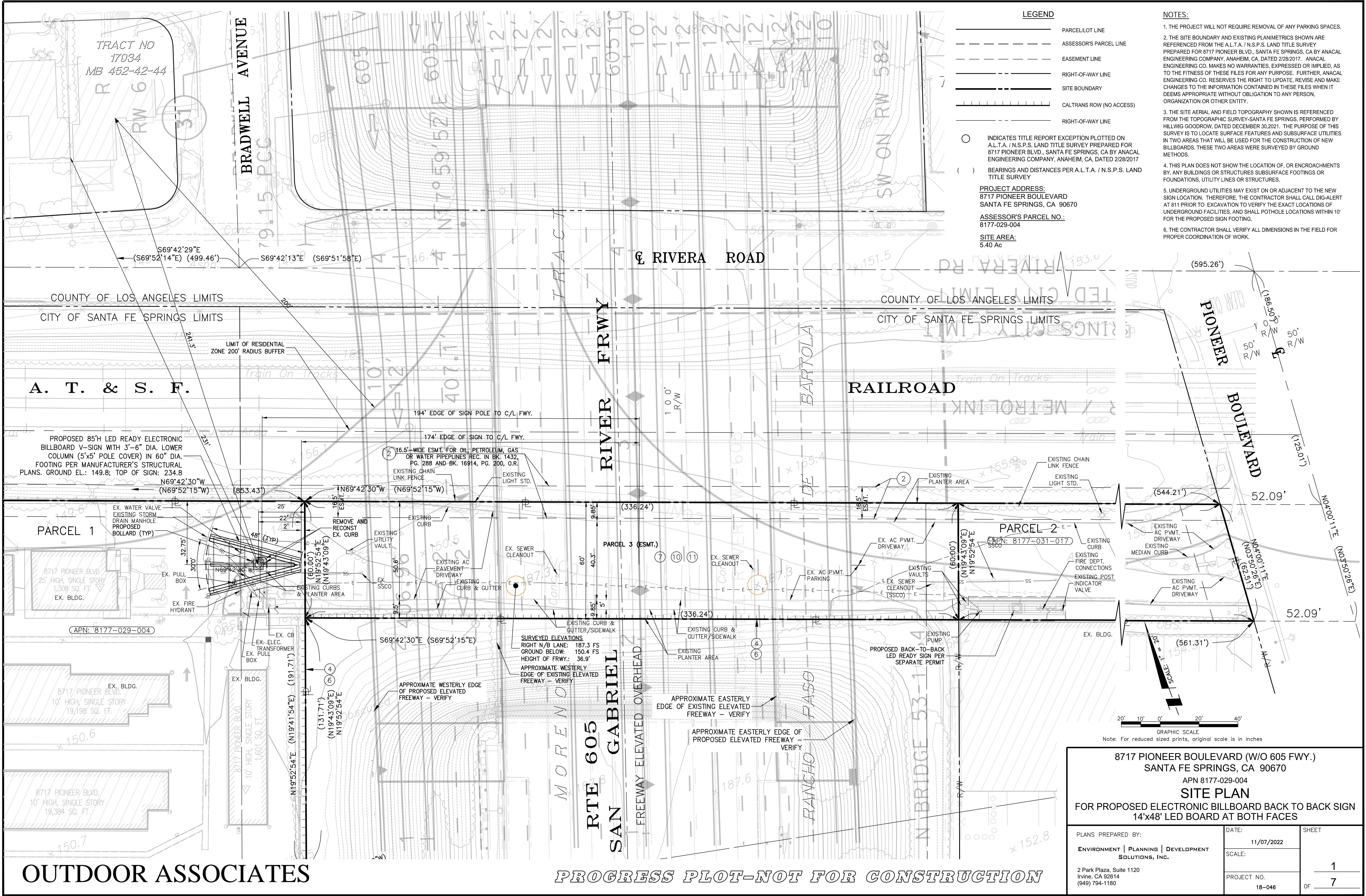
EXHIBIT “C-1”

SITE PLAN

Nov 06, 2022 - 10:33AM - Z:\MY DOCUMENTS\PROJECTS\DESIGN\PL-01-SITE-PLAN-SFS-605-W.DWG

OUTDOOR ASSOCIATES

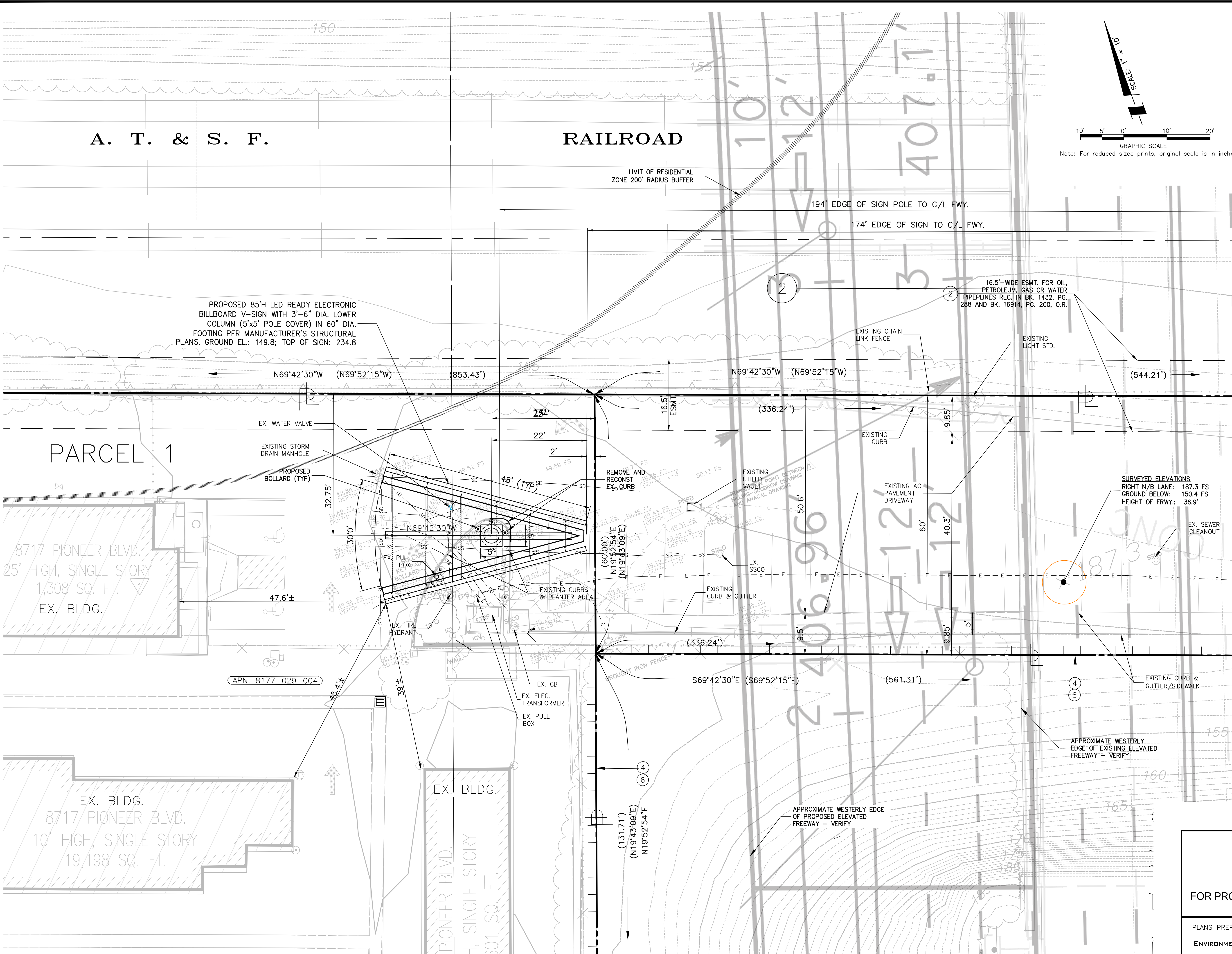
PROGRESS PLOT-NOT FOR CONSTRUCTION



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OUTDOOR ASSOCIATES

PROGRESS PLOT-NOT FOR CONSTRUCTION



NOTES:

1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.
2. THE SITE BOUNDARY AND EXISTING PLANIMETRICS SHOWN ARE REFERENCED FROM THE A.L.T.A. / N.S.P.S. LAND TITLE SURVEY PREPARED FOR 8717 PIONEER BLVD., SANTA FE SPRINGS, CA BY ANACAL ENGINEERING COMPANY, ANAHEIM, CA, DATED 2/28/2017. ANACAL ENGINEERING CO. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS OF THESE FILES FOR ANY PURPOSE. FURTHER, ANACAL ENGINEERING CO. RESERVES THE RIGHT TO UPDATE, REVISE AND MAKE CHANGES TO THE INFORMATION CONTAINED IN THESE FILES WHEN IT DEEMS APPROPRIATE WITHOUT OBLIGATION TO ANY PERSON, ORGANIZATION OR OTHER ENTITY.
3. THE SITE AERIAL AND FIELD TOPOGRAPHY SHOWN IS REFERENCED FROM THE TOPOGRAPHIC SURVEY-SANTA FE SPRINGS, PERFORMED BY HILLWIG GOODROW, DATED DECEMBER 30, 2021. THE PURPOSE OF THIS SURVEY IS TO LOCATE SURFACE FEATURES AND SUBSURFACE UTILITIES IN TWO AREAS THAT WILL BE USED FOR THE CONSTRUCTION OF NEW BILLBOARDS. THESE TWO AREAS WERE SURVEYED BY GROUND METHODS.
4. THIS PLAN DOES NOT SHOW THE LOCATION OF, OR ENCROACHMENTS BY, ANY BUILDINGS OR STRUCTURES SUBSURFACE FOOTINGS OR FOUNDATIONS, UTILITY LINES OR STRUCTURES.
5. UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE, THE CONTRACTOR SHALL CALL DIG-ALERT AT 811 PRIOR TO EXCAVATION TO VERIFY THE EXACT LOCATIONS OF UNDERGROUND FACILITIES, AND SHALL POTHOLE LOCATIONS WITHIN 10' FOR THE PROPOSED SIGN FOOTING.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD FOR PROPER COORDINATION OF WORK.

LEGEND

- PARCEL/LOT LINE
- ASSESSOR'S PARCEL LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SITE BOUNDARY
- CALTRANS ROW (NO ACCESS)
- RIGHT-OF-WAY LINE

- INDICATES TITLE REPORT EXCEPTION PLOTTED ON A.L.T.A. / N.S.P.S. LAND TITLE SURVEY PREPARED FOR 8717 PIONEER BLVD., SANTA FE SPRINGS, CA BY ANACAL ENGINEERING COMPANY, ANAHEIM, CA, DATED 2/28/2017
- BEARINGS AND DISTANCES PER A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

EASEMENT NOTES

THE FOLLOWING ITEMS WERE FOUND IN TITLE REPORT NO. 16000332982 DATED NOVEMBER 28, 2016 BY STEWART TITLE GUARANTY COMPANY:

- 2 A 16.5' WIDE EASEMENT FOR PIPE LINE FOR TRANSMISSION OF OIL, PETROLEUM, GAS OR WATER AND RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN BOOK 1432, PAGE 288, AND RECORDED IN BOOK 16914, PAGE 200 OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 4 THE FACT THAT OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF ACCESS TO THE STATE FREEWAY, SAID RIGHTS HAVING BEEN RELINQUISHED TOGETHER WITH A WAIVER OF ANY CLAIMS FOR DAMAGES, IN THE DEED FROM E. BAILEY, ET AL TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 6, 1966 AS INSTRUMENT NO. 1356, IN BOOK D-0570, PAGE 194 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 5 A 13' WIDE EASEMENT FOR DRAINAGE PURPOSES AND RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN AUGUST 5, 1966 AS INSTRUMENT NO. 2829 IN BOOK D-3390 PAGE 532 OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 6 THE FACT THAT OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF ACCESS TO THE STATE FREEWAY, SAID RIGHTS HAVING BEEN RELINQUISHED TOGETHER WITH A WAIVER OF ANY CLAIMS FOR DAMAGES, IN THE DEED FROM E. BAILEY, ET AL TO THE STATE OF CALIFORNIA, RECORDED MAY 27, 1971 AS INSTRUMENT NO. 2386, IN BOOK D-5070, PAGE 759 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 7 AN EASEMENT FOR INGRESS AND EGRESS PURPOSES AND RIGHTS INCIDENTAL THERETO. RECORDED IN FEBRUARY 25, 2000 AS INSTRUMENT NO. 00-0278586 OF OFFICIAL RECORDS. DEED RECONVEYANCE EASEMENT DATED JANUARY 10, 2006 BY UNION PACIFIC RAILROAD, RECORDED FEBRUARY 21, 2006 INSTRUMENT NO. 06-0380072 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 9 A 20' WIDE EASEMENT FOR PUBLIC UTILITIES EASEMENT RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN MARCH 20, 2001 AS INSTRUMENT NO 01-0446107 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- 10 AN EASEMENT FOR ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED AUGUST 21, 2003, RECORDED IN MARCH 20, 2001 AS INSTRUMENT NO 03-2429465 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 11 AN EASEMENT FOR RIGHT OF WAY TO USE A ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 21, 2006 AS INSTRUMENT NO 06-0380073 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 12 AN EASEMENT FOR RIGHT OF WAY TO USE A ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 21, 2006 AS INSTRUMENT NO 06-0380074 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.

8717 PIONEER BOULEVARD (W/O 605 FWY.)

SANTA FE SPRINGS, CA 90670

APN 8177-029-004

ENLARGED SITE PLAN

FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN
14'x48' LED BOARD AT BOTH FACES

PLANS PREPARED BY:

ENVIRONMENT | PLANNING | DEVELOPMENT
SOLUTIONS, INC.

2 Park Plaza, Suite 1120
Irvine, CA 92614
(949) 794-1180

DATE:

11/07/2022

SCALE:

1"=10'

PROJECT NO.

18-046

SHEET

2

7

OF

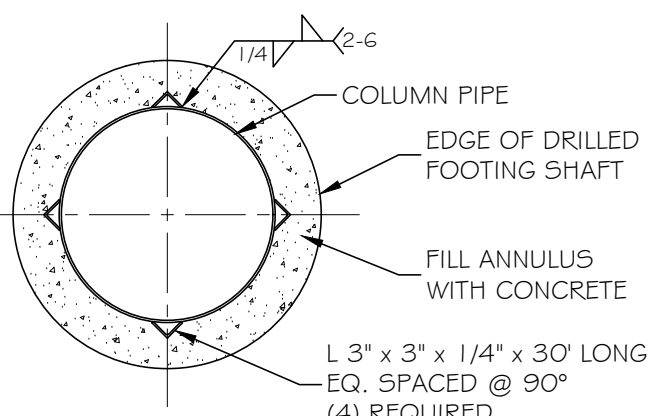
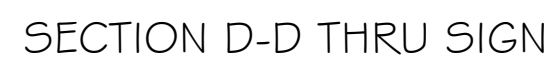


Diagram illustrating the dimensions and components of a vertical column assembly:

- UPPER COLUMN PIPE:** 42"Ø x 0.625" (F_y = 42 ksi)
- 1" RING PLATE**
- 3/4" RING PLATE**
- 1 1/4" RING PLATE**
- LOWER COLUMN PIPE:** 48"Ø x 0.625" (F_y = 42 KSI)
- Dimensions:**
 - 6"
 - 1"
 - 5'-6"
 - 2" MIN.
 - 5/16"
 - 3/8"
 - 1/4"
 - 5/16"
 - 1 1/8"
 - 3 1/2"
 - @ 45° O.C.

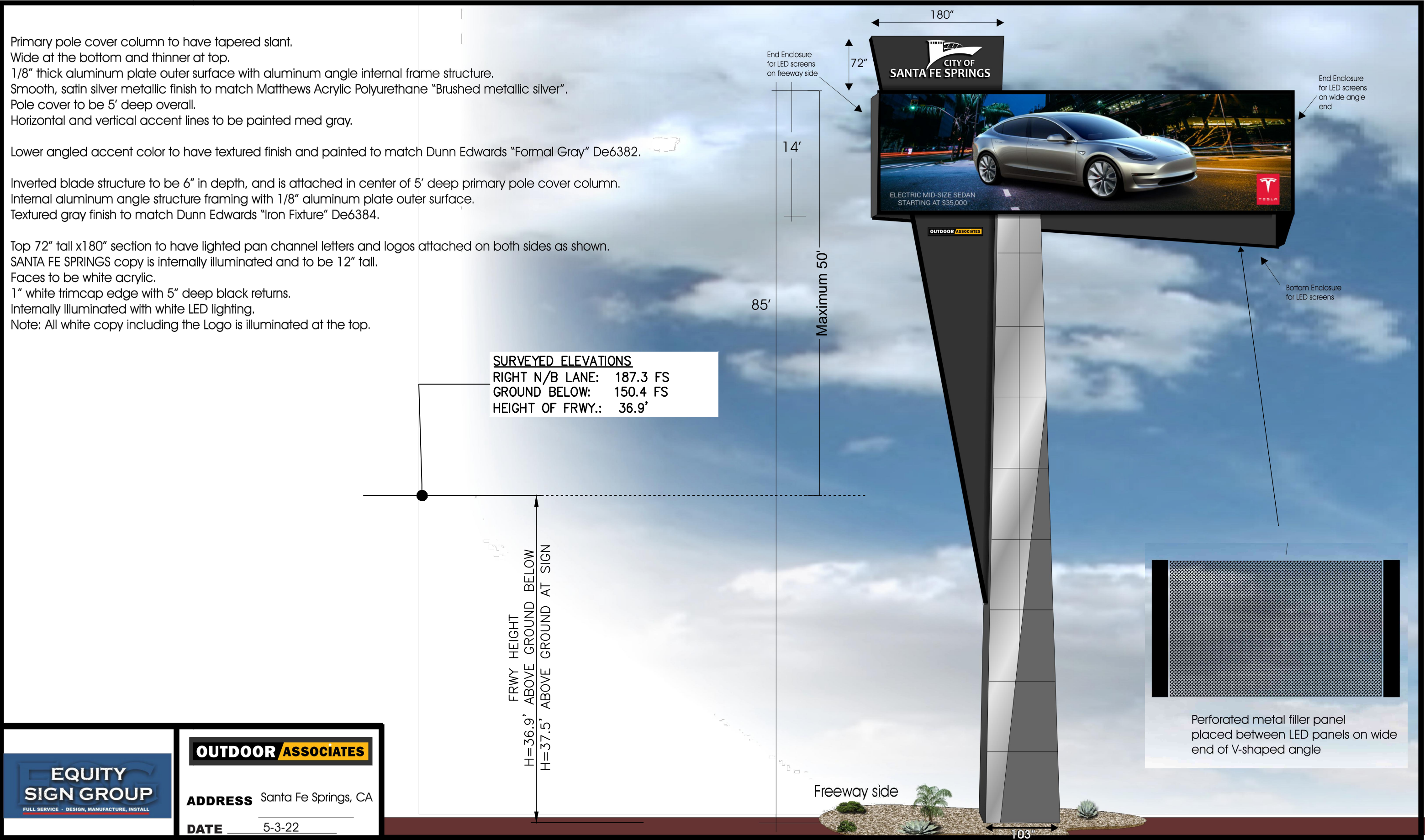
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JOB NO.	SHEET NO.
	3 of 7



PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Nov 06, 2022 - 1:12PM - Z:\MY DOCUMENTS\PROJECTS\DESIGN\PL-01-SITE-PLAN-SFS-605-W.DWG



- NOTES:
- A. MAXIMUM FACE SIZE: 14 BY 48 FEET IN DIMENSION (TOTAL SIX HUNDRED SEVENTY TWO SQUARE FEET, PLUS FRAMING). THE FACES OF TWO SIDED ELECTRONIC BILLBOARDS SHALL BE IDENTICAL IN SIZE. (SHOW ON RENDERINGS).
 - B. SCREENING: ALL EXPOSED PORTIONS OF ELECTRONIC BILLBOARDS, INCLUDING BACKS, SIDES, UNDER AREAS, SUPPORT MEMBERS AND SUPPORT POSTS, SHALL BE SCREENED (STATE SCREENING MATERIAL AND SHOW ON RENDERINGS) - IT WILL BE CORRUGATED B- DECKING ON THE BOTTOM OF THE SIGN AND PERFORATED PLATES ON OTHER SIDES.
 - C. THE ANGLE BETWEEN THE FACES OF A V-SHAPE ELECTRONIC BILLBOARD SHALL BE NO GREATER THAN 30 DEGREES. (STATE ON REVISED PLAN AND SHOW, IF POSSIBLE).
 - D. THE UTILITIES OF EACH ELECTRONIC BILLBOARD SHALL BE UNDERGROUND (STATE ON REVISED RENDERINGS).
 - E. ELECTRONIC BILLBOARDS SHALL NOT EXCEED A MAXIMUM HEIGHT OF FIFTY FEET AS MEASURED FROM THE CENTER LINE OF THE NEAREST TRAVEL LANE OF INTERSTATE 605 TO THE TOP EDGE OF THE ELECTRONIC BILLBOARD FACE. THIS EXCLUDES ARCHITECTURAL ELEMENTS, WHICH MAY EXTEND UP TO SIX FEET ABOVE 50- FOOT HEIGHT LIMIT. (PROVIDE ON REVISED PLANS) .

8717 PIONEER BOULEVARD (W/O 605 FWY.) SANTA FE SPRINGS, CA 90670 APN 8177-029-004 ELEVATIONS FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN 14'x48' LED BOARD AT BOTH FACES		
PLANS PREPARED BY: ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC. 2 Park Plaza, Suite 1120 Irvine, CA 92614 (949) 794-1180	DATE: 11/07/2022 SCALE: PROJECT NO. 18-046	SHEET <div>5 7</div> OF

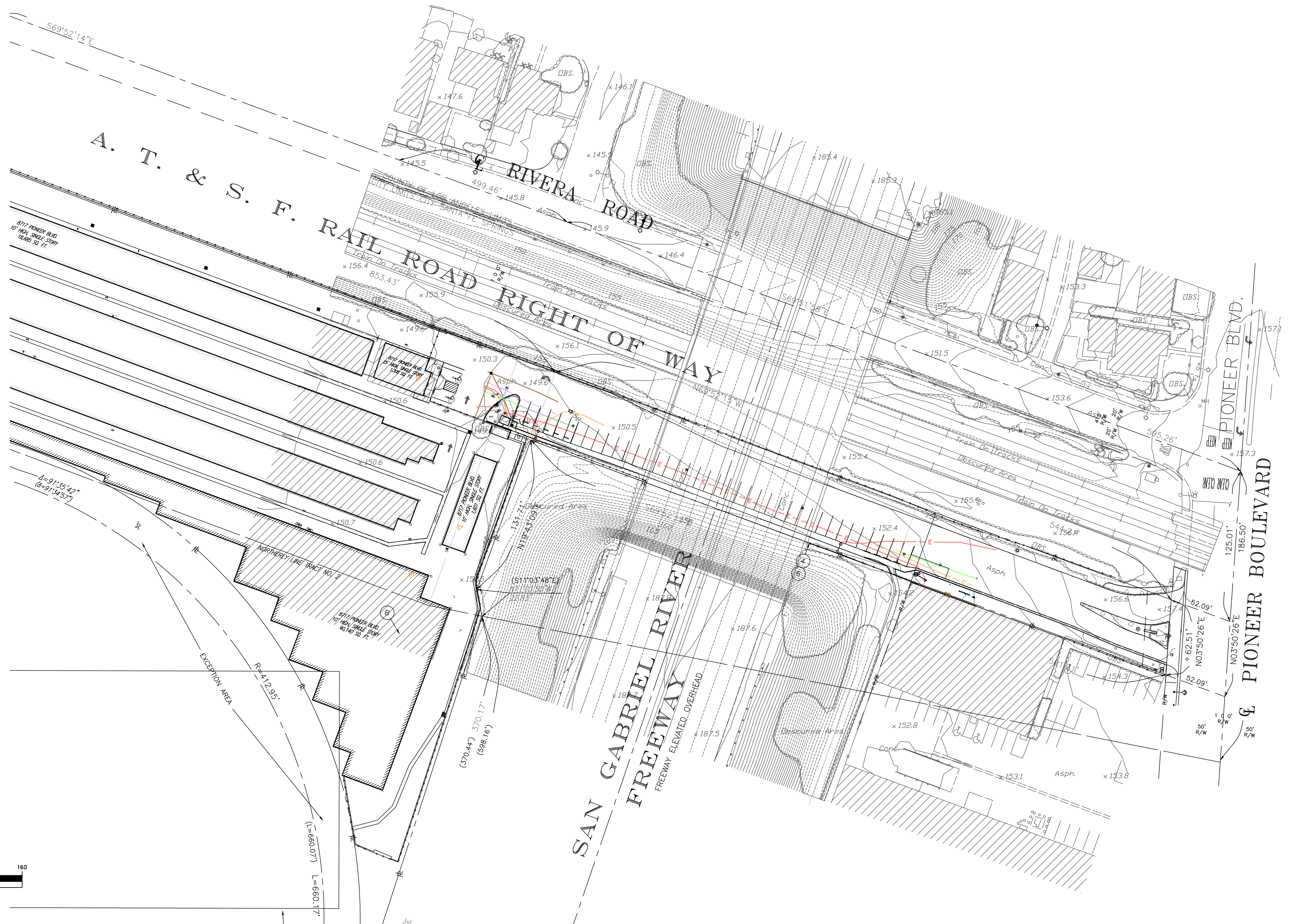
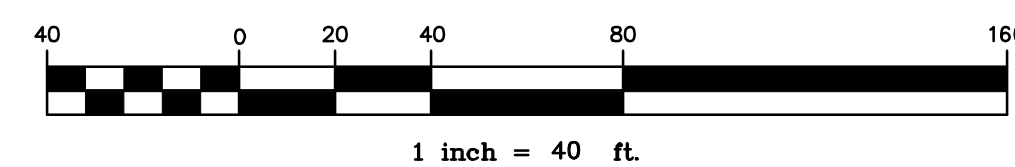
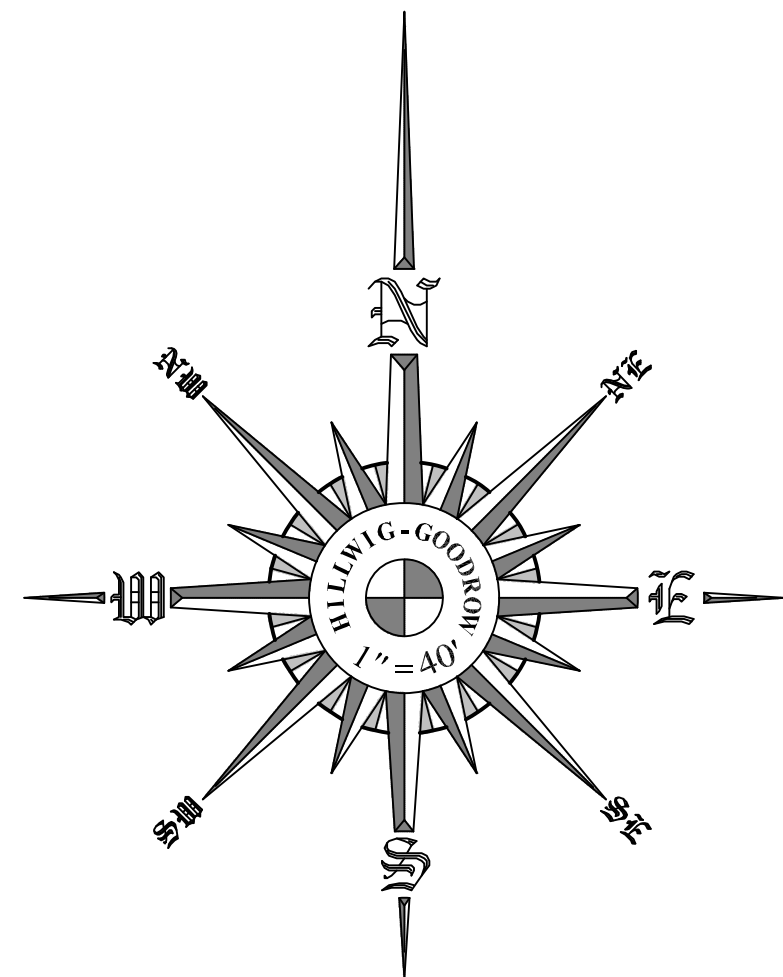
1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, CONSTRAINED LOCALLY BETWEEN CONTINUOUS GPS STATIONS "BKMS" AND "WHC1". SAID BEARING IS S71°37'02"W.

2. THE BENCHMARK FOR THIS SURVEY IS CONTINUOUS OPERATING REFERENCE STATION "BKMS", ELEVATION 154.406' (NAVD 88)

THIS A CONTINUOUS GPS STATION AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE CENTER SURVEY COMPUTED 11-11-17 FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS AN ASHTECH 701945B_M WITH SCIT DOME. TRUE VERTICAL ANTENNA HEIGHT IS TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.027 FEET.

3. THE PURPOSE OF THIS SURVEY IS TO LOCATE SURFACE FEATURES AND SUBSURFACE UTILITIES IN TWO AREAS THAT WILL BE USED FOR THE CONSTRUCTION OF NEW BILLBOARDS. THESE TWO AREAS WERE SURVEYED BY GROUND METHODS. AN AERIAL SURVEY OF THIS AREA HAS BEEN PRODUCED FOR THIS SITE.

4. SURVEY DATA, INCLUDING PROPERTY LINES, STREET CENTERLINES, FREEWAY RIGHT OF WAY, AND CALTRANS RIGHT OF WAY, CONTAINED IN AN AUTOCAD FILE TITLED "17-006A2" HAVE BEEN INCLUDED WITH THE SURVEY WORK PERFORMED BY HILLWIG-GOODROW. THE AUTOCAD FILE IS TITLED "17-006A2" AND DOES NOT MAKE ANY CLAIMS OR PROVIDE TO HILLWIG-GOODROW BY EPD SOLUTIONS ON DECEMBER 19, 2021. THE AUTOCAD FILE FROM ANACAL WAS ON A LOCAL COORDINATE SYSTEM, AND HAD TO BE TRANSLATED AND ROTATED TO THE SURVEY REFERENCE SYSTEM. THE SURVEY WORK PERFORMED WAS PERFORMED ABOUT THE CORNER OF A TELEPHONE UTILITY BOX AS NOTED ON SHEET 2, AND ROTATED SLIGHTLY TO BEST FIT OTHER COMMON FEATURES, INCLUDING MANHOLES, WATER VALVES, AND EDGE OF PAVED SURFACES. THE SURVEY DATA DOES NOT MAKE ANY CLAIMS REGARDING THE ACCURACY OF THE PROPERTY LINES, RIGHT OF WAY LINES, AND CENTERLINES SHOWN HEREON.



<i>Revisions:</i>					
No.	Date:	By:	Description:	Approved:	
1	12/30/71	SAB	ADDED LINEWORK FROM AUTOCAD FILE BY ANACAL ENG.	ACH	
<i>Designed:</i>		<i>Drawn:</i>		<i>Checked:</i>	Ach

Seal:



Prepared under the Supervision of:

PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5137



HILLWIG - GOODROW, INC.

Land Surveying - GPS Surveys - Aerial Mapping
31419 Outer Highway 10, Ste. 1-200 Redlands, CA 92373 (909) 794-2673

Scale:

$$1'' = 40'$$

Date: DECEMBER 30, 2021

BENCHMARK:

SEE SURVEYOR'S NOTES

TOPOGRAPHIC SURVEY
SANTA FE SPRINGS

PREPARED FOR:

EPD SOLUTIONS, INC.
2 PARK PLAZA, SUITE 1120
IRVINE, CA 92614

F.N.

For:

	<i>F.B.</i>
--	-------------

Sheet No.

6

7
SHEET

FILE NO.

840-07

EXHIBIT "C-2"

BILLBOARD ELEVATION



- A. MAXIMUM CABLE SIZE: 14 AWG OR 18 FEET IN DIMENSION (TOTAL SIX HUNDRED SEVENTY-TWO SQUARE FEET). PLUS FRAMING. THE FACES OF TWO SIDED ELECTRONIC BILLBOARDS SHALL BE IDENTICAL IN SIZE. (SHOW ON RENDERINGS).
- B. SCREENING, ALL EXPLODED PORTIONS OF ELECTRONIC BILLBOARDS, INCLUDING BACKS, SIDES, UNDER AREAS, SUPPORT MEMBERS AND SUPPORT POSTS, SHALL BE SCREENED (STATE SCREENING MATERIAL AND SHOW ON RENDERINGS). IT WILL BE CORRIGATED B. DECORATING ON THE BOTTOM OF THE SIGN AND PERFORMED OF PLATES ON OTHER SIDES.
- C. THE ANGLE BETWEEN THE FACES OF A V-SHAPED ELECTRONIC BILLBOARD SHALL BE NO GREATER THAN 30 DEGREES. (STATE ON REVISED PLAN AND SHOW, IF POSSIBLE).
- D. THE UTILITIES OF EACH ELECTRONIC BILLBOARD SHALL BE UNDERGROUND. (STATE ON REVISED RENDERINGS).
- E. ELECTRONIC BILLBOARDS SHALL NOT EXCEED A MAXIMUM HEIGHT OF FIFTY FEET AS MEASURED FROM THE CENTER LINE OF THE NEAREST TRAVEL LANE OF INTERSTATE 60 TO THE TOP EDGE OF THE ELECTRONIC BILLBOARD. THE MAXIMUM HEIGHT OF ELECTRONIC BILLBOARDS WHICH MAY EXTEND UP TO SIX FEET ABOVE 50' FOOT HEIGHT LIMIT (PROVIDE ON REVISED PLANS).

8717 PIONEER BOULEVARD (W/O 605 FWY.)
SANTA FE SPRINGS, CA 90670
APN 8177-029-004

APN 817-029-004

ELEVATIONS

FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN
14'x48' LED BOARD AT BOTH FACES

PLANS PREPARED BY:		DATE:	SHEET
ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.		11/07/2022	
2 Park Plaza, Suite 1120 Irvine, CA 92614 (949) 794-1160		SCALE:	5
		PROJECT NO.	7 OF 18-046

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 5.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's City Council agenda item to approve Agreement and adopt resolution of approval.	_____, 2022 provided Developer has fully executed the Agreement	Recitals
2. Effective Date of this Agreement.	30 days following City Council's adoption of resolution, or _____, 2022	N/A
3. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's adoption of resolution approving this Agreement	5.4
4. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit and an electrical permit. City agrees to any necessary building or electrical permits needed for Developer to acquire the Caltrans approvals. Developer agrees not to commence construction until it receives the applicable Caltrans approvals.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments.	
5. Developer to provide copy of Caltrans approval to City	Prior to commencing any inspections and work on the Development	5.3, 5.4
6. Developer to submit proof of insurance to City	Prior to commencing any inspections and work on the Development	8.1.2

7. Developer pays City annual (or quarterly, as applicable) installments of the Mitigation Fee.	Within three (3) business days of Effective Date for the Mitigation Fee for years 1-2 of the Term. For all subsequent years, quarterly installments commencing on the third Anniversary Date and on the first day of each quarterly period thereafter.	2.4
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It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 5.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

Attachment 3: Resolution No. 9832

**CITY OF SANTA FE SPRINGS
RESOLUTION NO. 9832**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING AN OPERATING AGREEMENT BY AND BETWEEN THE CITY OF
SANTA FE SPRINGS AND 605 INVESTMENTS LLC**

WHEREAS, the City's Zoning Ordinance, specifically Section 155.519 (F), requires the applicant of a billboard in the Interstate 605 corridor to have, in addition to a Development Plan Approval, an approved operating agreement; and

WHEREAS, a request was filed for Operating Agreement No. 01-2022 by and between the City of Santa Fe Springs and 605 Investment, LLC to install a 50-foot tall V-shape electronic billboard on the west (southbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard; and

WHEREAS, the property owner is Santa Fe Members LP, Stadium Properties 17671 Cowan Avenue #125, Irvine, CA 92614; and

WHEREAS, the applicant is 605 Investments LLC, 2 S. View, Trabuco Canyon, CA 92679; and

WHEREAS, the City Council of the City of Santa Fe Springs has considered the operating agreement and the written reports, presented at the City Council Meeting on December 6, 2022, concerning Operating Agreement No. 01-2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HERBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Pursuant to Section 155.519 (F) of the City's Zoning Ordinance, the City Council shall consider the following findings in their review and determination of the subject Operating Agreement.

Finding 1: Compensation to the city.

This finding is supported by the following facts:

1. The developer and the City agree that an annual operating fee paid by the developer to the City would adequately mitigate all such potential impacts. The parties, therefore, agree that the developer shall pay an annual development fee to the City ("Operating Fee"). The initial Operating Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Operating Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. For any calendar year of the Term, the "Alternative Mitigation Fee" shall be an amount equal to nine percent (9%) of the Gross Revenue made from the

digital displays on the Site during the preceding calendar year of the Term. If during any particular year of the Term the Alternative Mitigation Fee calculation is higher than the Operating Fee calculation with the 3% increase at the time of calculating the Revenue Report, the developer shall include along with the Revenue Report a payment corresponding to the Alternative Mitigation Fee. Notwithstanding, all fee-related criteria are outlined in Operating Agreement 01-2022.

Finding 2: The provisions of access to the city to a portion of the total available display time to allow the city to present messages of community interest and information, and public safety.

This finding is supported by the following facts:

1. Pursuant to Section 3.1 of the Operating Agreement, the developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. The developer shall place City-provided announcements, on a space-available basis, in one of the eight (8) display images in the current rotation of display images at any time.

Finding 3: The provisions of access to the appropriate agencies for the purpose of displaying "Amber Alert" messages and emergency-disaster communications.

This finding is supported by the following facts:

1. As mentioned in Section 3.2 of the Operating Agreement, the developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws. In addition, the developer shall make the advertising space on the Electronic Freeway Signs available to the City, and to other government agencies with the consent of the City, which consent shall not be unreasonably withheld, and without cost, on a space-available basis determined by the developer, for the purpose of displaying public-safety messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications, etc.).

Finding 4: To establish quality and maintenance standards.

This finding is supported by the following facts:

1. Such, maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing

maintenance by Developer of any access road to the New Electronic Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement, and repainting of the New Electronic Billboard's structures and displays as necessary to maintain such billboards in good condition and repair. Notwithstanding, all quality and maintenance-related criteria are outlined in Exhibit B (Scope of Development) of the Operating Agreement 01-2022.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this operating agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this operating agreement. The City Council hereby declares that it would have adopted this operating agreement and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and this Resolution shall be published as required by law and shall take effect as provided.

APPROVED AND ADOPTED this 6th day of December 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

Operating Agreement 02-2022

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall double-face electronic billboard on the east (northbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-031-017)

RECOMMENDATION

- Adopt Resolution No. 9831, which incorporates the City Council's findings and actions regarding this matter.

BACKGROUND

On September 7, 2021, the Santa Fe Springs City Council adopted Ordinance No. 1118, which made several changes to Title 15, Chapter 155 of the Santa Fe Springs Municipal Code, including Section 155.519. In accordance with Section 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program), electronic billboards are permitted on M-2 zoned properties that are immediately adjacent to the Interstate 605 Corridor, and a Development Plan Approval (DPA) has first been obtained for the sign design. In addition to the approval of a DPA, the developer of said billboard is also required to obtain approval of an Operating Agreement with the City.

At their November 14, 2022 meeting, the Planning Commission approved the construction and operation of a new 50-foot tall double-face electronic billboard (DPA Case No. 988). The Developer, 605 Investments, LLC, is, therefore, requesting approval of Operating Agreement No. 02-2022.

OPERATING AGREEMENT


Resolution No. 9831, if approved by the City Council, would effectuate the Operating Agreement. Said Operating Agreement would set forth the rules and regulations under which the proposed billboard would be allowed.

The main points of Operating Agreement 02-2022 (see Attachment #2) are as follows:

1. The developer and the City agree that an annual operating fee paid by the developer to the City would adequately mitigate all such potential impacts. The parties, therefore, agree that the developer shall pay an annual development fee to the City ("Operating Fee"). The initial Operating Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Operating Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. For any calendar year of the Term, the "Alternative Mitigation Fee" shall be an amount equal to nine percent (9%) of the Gross Revenue made from the

digital displays on the Site during the preceding calendar year of the Term. If during any particular year of the Term the Alternative Mitigation Fee calculation is higher than the Operating Fee calculation with the 3% increase at the time of calculating the Revenue Report, the developer shall include along with the Revenue Report a payment corresponding to the Alternative Mitigation Fee. Notwithstanding, all fee-related criteria are outlined in Operating Agreement 02-2022.

2. The Developer is prohibited from utilizing any of the displays on the new digital billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). The developer shall cooperate with the City in the conduct of any Special Review.



Raymond R. Cruz
City Manager

Attachments:

1. Development Plan Approval (DPA 988) Approval Letter
2. Operating Agreement 02-2022
3. Resolution No. 9831

Attachment 1: Development Plan Approval (DPA 988) Approval Letter



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

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

November 15, 2022

605 Investments, LLC
2 S. View
Trabuco Canyon, CA 92679

Attn.: Glenn Emanuel

Re: Development Plan Approval (DPA) Case No. 988
8717 Pioneer Blvd., Santa Fe Springs, CA 90670

Dear Mr. Emanuel:

The Planning Commission, at their meeting on November 14, 2022, took action on your request for the approval to allow the construction and operation of a new 50-foot tall double-face electronic billboard with 14' x 48' display areas on property located at 8717 Pioneer Boulevard (APN: 8177-031-017) in the M-2, Heavy Manufacturing Zone. (605 Investments LLC).

The Planning Commission approved your requested entitlement subject to the findings and conditions of approval as provided within the attached Resolution No. 222-2022 and Exhibit A.

The Zoning Ordinance sets forth an appeal period of fourteen (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

Annette Rodriguez, Mayor • Joe Angel Zamora, Mayor Pro Tem
City Council
Juanita Martin • John M. Mora • Jay Sarno
City Manager
Raymond R. Cruz

If you have any questions, please contact Claudia Jimenez, Assistant Planner at (562) 868-0511 x7356, or E-Mail claudiajimenez@santafesprings.org.

Sincerely,



Wayne M. Morrell
Director of Planning

cc: City Council (Electronically)
Ray Cruz, City Manager (Electronically)
Dino Torres, Director of Police Services (Electronically)
Michelle Norwood, Assistant Director of Police Services (Electronically)
Noe Negrete, Director of Public Works (Electronically)
Robert Garcia, Public Works CIP Manager (Electronically)
Redford Bayan, Engineering Tech (Electronically)
Brent Hayward, Fire Chief (Electronically)
Chad Van Meeteren, Battalion Chief (Electronically)
Wayne Morrell, Director of Planning (Electronically)
Teresa Cavallo, Planning Program Assistant (Electronically)
File Copy

Attachment 2: Operating Agreement 02-2022

OPERATING AGREEMENT NO. 02-2022

This Operating Agreement (hereinafter “Agreement”) is entered into this 6th day of December, 2022 (hereinafter the “Effective Date”), by and between the City of Santa Fe Springs (hereinafter “City”), and 605 Investments LLC, a California Corporation (hereinafter “Developer”).

RECITALS

A. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the east (northbound) side of interstate 605 (I-605), at 8717 Pioneer Boulevard, in the City of Santa Fe Springs (APN: 8177-031-017), as more specifically described in Exhibit “A” and depicted at Exhibit “C-1”, attached hereto and incorporated herein (the “Site”), upon which it seeks to install a new lawfully permitted 50-foot tall, double-face electronic billboard with display screens measuring 14’ x 48’, that is oriented northbound, toward the Interstate-605 Freeway, as depicted in Exhibit “C-2” (the “New Electronic Billboard”).

B. Developer and City recognize that the Developer has a legal or equitable interest in the Site and thus is qualified to enter into this Agreement.

C. In exchange for the City approvals sought by Developer for the New Electronic Billboard as provided on the Site herein, Developer is agreeable to paying to the City an initial annual Development Fee of Two Hundred Thousand and No/100 Dollars (\$200,000.00), on the first Anniversary Date and on subsequent Anniversary Dates the Development Fee shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%), or Alternative Development Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.6 below, for the cost to the City to mitigate the impact of the installation of the New Electronic Billboard.

D. The Site is located within the City’s M-2, Heavy Manufacturing Zone, designated by the General Plan as Industrial. Developer and the City agree that a operate agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

E. On November 14, 2022 the Planning Commission of the City, at a duly noticed hearing, granted “Development Plan Approval” for the construction and operation of a New Electronic Billboard on the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (“CEQA”), on the basis that an Initial Study/Negative Declaration (ND) which was also approved at the November 14, 2022, Planning Commission meeting, concluded that although the proposed project could have an effect on the environment, the effects are not considered to be significant. Such CEQA determination considered the impacts of the electronic billboard which is the subject of this Agreement.

G. On November 14, 2022, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 222-2022, recommending approval of this Agreement (in substantially the form) to the City Council.

H. On December 6, 2022, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Resolution No. 9831, which Resolution approves this Agreement.

I. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays, and restore the Site to its pre-billboard condition, except the columns can be cut off one (1) foot below grade, if a new operation agreement is not negotiated with the City.

J. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Resolution No. 9831 of the City Council have been duly and regularly taken.

K. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth Scope of the Development and the Schedule of Performance (Exhibit "D").

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1. Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 "Agreement" means this Operation Agreement and all attachments and exhibits hereto.

1.1.2 "Anniversary Date" is the annual reoccurrence of the Commencement Date.

1.1.3 "City" means the City of Santa Fe Springs, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Commencement Date" is the date that the building inspector releases the electric meter to Southern California Edison.

1.1.6 “Developer” means 605 Investment LLC, a California Corporation duly existing and operating, and its successors and assigns, doing business at 2355 Main Street., Suite # 100, Irvine, CA 92614.

1.1.7 “Development” means the installation of a New Electronic Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building located on Owner’s property) to the New Electronic Billboard.

1.1.8 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on November 14, 2022, pursuant to Resolution No. 222-2022, and approval by the City Council by on December 6, 2022, pursuant to Resolution No. 9831, as further described at Section 5.3 herein.

1.1.9 “Effective Date” means the date inserted into the preamble of this Agreement, which is thirty (30) days following approval of this Agreement by Resolution of the City Council, provided this Agreement is signed by Developer and the City.

1.1.10 “Final Permits” shall mean all necessary/required permits and inspections by all governmental and utility agencies, to construct, operate and maintain the New Electronic Billboard, and are signed and dated by the Building Official or designee, where applicable.

1.1.11 “Gross Revenue” is based solely on the revenue generated from the digital display (basic advertising area of the billboard), as recorded on the City of Santa Fe Springs building permits, and does not include neon channel letters. Developer shall not conceal advertising revenues derived from the digital display within the normal price range the Developer charges for any appurtenances that are installed on the Billboard. Gross Revenue specifically excludes advertising agency fees paid to the advertiser’s advertising agency and or brokerage fees paid to the sales broker other than Developer.

1.1.12 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Electronic Billboard, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.13 “Lease” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.14 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.15 “Owner” means Santa Fe Members LP, the current record owner of fee title to the Site.

1.1.16 “Site” refers to the site described in Recital A and more specifically described on Exhibit “A and depicted at Exhibit C-1” attached hereto and incorporated herein.

1.1.17 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “D” and incorporated herein.

1.1.18 “Scope of Development” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.19 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.

1.1.20 “Subsequent Development Approvals” means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.21 “Term” shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Scope of Development), Exhibit “C-1” (Site Plan), Exhibit “C-2” (Billboard Elevation), and, Exhibit “D” (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1. Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer’s obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.2. Interest in Site. The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer’s leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit “B” herein, relative to the maintenance of landscaping thereon at the Site, except as provided under Section 7.1. Additionally, if Developer’s leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement for the Site, except as provided under Section 7.1.

2.3. Term of Agreement. Unless earlier terminated as provided in this Agreement, the “Term” of this Agreement shall continue in full force and effect for thirty (30) years from the Commencement Date and will terminate on (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Electronic Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Developer shall completely remove the New Electronic Billboard within the times and as provided under Section 7.1 herein. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 10.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down and the lease area restored to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

2.4. Processing Fee. Thirty (30) days after the Commencement Date the Developer shall pay the City a processing fee (“Processing Fee”) in the amount of One Hundred Thousand Dollars (\$100,000.00). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City’s discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5. Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual Development Fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual Development Fee to the City (“Development Fee”). The initial Development Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. By way of example: Initial Development Fee \$200,000.00; 2nd year \$206,000.00 (Initial Development fee of \$200,000.00 plus 3% or \$6,000.00); 3rd year \$212,180.00 (Preceding year Development Fee of \$206,000 plus 3% \$6,180.00); 4th year \$218,545.40 (Preceding year Development Fee of 212,180.00 plus 3% or \$6,365.40). Notwithstanding any other term of this Agreement, including but limited to termination rights stated in various sections except for City default under subpart 7.1.2, the Development Fee shall be paid to the City at all times when the Electronic Billboard exists and is in operation for its intended use. The obligation of payment of the Development Fee to the City set forth in this section shall survive any early termination of this Agreement prior to the completion of the full thirty-year term and shall be due and payable as if the Agreement was fully in force for the thirty-year term.

2.6. Alternative Development Fee. For any calendar year of the Term, the “Alternative Development Fee” shall be an amount equal to nine percent (9%) of the Gross Revenue made from the digital displays on the Site during the preceding calendar year of the Term. By way of example only, should the Gross Revenue during 3rd year of the Term total \$2,500,000.00 for the New Electronic Billboard, then for that year Developer shall pay to the City for the New Electronic Billboard the Alternative Fee of \$225,000.00 assuming no applicable deductions from Section 1.1.11 above (i.e., 9% of \$2,500,000.00 is \$225,000.00 in lieu of the 3rd year Development Fee of \$212,180). The Alternative Development Fee of \$225,000.00 will then become the Development Fee for the calculation for the 4th year Development Fee.

2.6.1. Revenue Report & Payment of Alternative Development Fee or Development Fee: Within ninety (90) days following the Anniversary Date Developer shall furnish to the City an itemized statement in writing ("Revenue Report"), certified by Developer to be correct, showing the total Gross Revenue made from each sign face of the New Electronic Billboard during the preceding calendar year of the Term attributable to each sign display of the New Electronic Billboard. If during any particular year of the Term the Alternative Development Fee calculation is higher than the Development Fee calculation with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Alternative Development Fee. If the Alternative Development Fee calculation is less than the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Development Fee calculation.

2.6.2. Additional Revenue. While Developer is not precluded from generating additional revenue from wireless deployment on the billboard, other than wireless communication devices for the use of operating a billboard, Developer shall not enter any agreement with any party for additional revenue, including revenue derived from wireless deployment on the billboard, without first reaching an agreement with City regarding the additional revenue.

2.6.3. Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Electronic Billboard revenue and to view those portions of any advertising space contracts or invoices that only related to this Agreement, at Developer's Corporate office, on any normal workday between 9:00 a.m. and 4:00 p.m. once a year. City also has the option of having the contracts and invoices reviewed at City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670, for the audit. Prior to the audit, the City shall sign a confidentiality agreement regarding the advertising space contracts and invoices. If the statement of total Gross Revenue previously provided to the City shall be found to be inaccurate for prior calendar years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

3. COMMUNITY BENEFITS. Developer shall also provide the following Community benefits during the entire Term of this Agreement.

3.1. City's Use of the Billboard. Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer

with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

3.2. Amber Alerts; Public Safety Messages. In addition to the foregoing, Developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws. In addition, Developer shall make the advertising space on the Electronic Freeway Signs available to the City, and to other government agencies with the consent of the City, which consent shall not be unreasonably withheld, and without cost, on a space-available basis determined by Developer, for the purpose of displaying public-safety messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications, etc.).

3.3. Discount Advertising. Developer shall offer a twenty percent (20%) discount off its applicable rates for display of advertising on the Billboard to any business that is a member of the Santa Fe Springs Chamber of Commerce, and has a headquarters and/or office in the City.

4. PROHIBITED USE. Developer shall not utilize any of the displays on the New Electronic Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance.

5. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

5.1. Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 5.2 below.

5.2. Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structure on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

5.3. Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Development Plan Approval and building permit(s) from the City, and any and all permits and

approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the project, thus complying with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code that were in effect at the time the Operation Agreement and Development Plan Approval were approved by the City Council, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in effect at the time the Operation Agreement and Development Plan Approval were approved by the City Council, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

5.4. Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D". "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Electronic Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 5.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 10.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 10.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Electronic Billboard. Developer shall also maintain the New Electronic Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit "B" herein.

5.5. Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s), provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the Planning Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant

to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

5.6. Reservation of Authority.

5.6.1. ***Limitations, Reservations and Exceptions.*** Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Electronic Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

5.6.2. ***Future Discretion of the City.*** This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

5.6.3. ***Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.*** In the event that applicable federal, state, county or multi-jurisdictional laws

or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.7. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 7.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.8. Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:

5.8.1. The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

5.8.2. The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

5.8.3. It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5.9. Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Operation Agreement and/or the Development Approvals. However, this Operation Agreement shall not prohibit the application of fees, taxes or assessments

upon the Site only and not on the New Electronic Billboard or Developer directly, except as follows:

5.9.1. Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;

5.9.2. Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;

5.9.3. Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer; and

5.9.4. Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.

5.10. Changes. Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

6. REVIEW FOR COMPLIANCE.

6.1. Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the Anniversary Date, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, but any disclosure shall be via a redacted Lease per Section 2.2, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

6.2. Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

6.3. City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 6.2 above. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 6.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Electronic Billboard during any inspection.

6.4. Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 7; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 10.10.

6.5. Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or

Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 6.5, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

7. DEFAULT AND REMEDIES.

7.1. Termination of Agreement.

7.1.1. ***Termination of Agreement for Material Default of Developer.*** The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In the event of a termination by the City under this Section 7.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Electronic Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

7.1.2. ***Termination of Agreement for Material Default of City.*** Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, (1) it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development or (3) the Lease is terminated, or (4) it is unable to profitably operate the Development. In the event of a termination by Developer under this Section 7.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Electronic Billboard that is so terminated that equates to the percentage of time elapsed in the year of the Term at the time of termination.

7.1.3. ***Rights and Duties Following Termination.*** Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i)

any obligations to have been performed prior to said termination of this Agreement , (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination of this Agreement, (iii) Developer's obligation to remove the terminated New Electronic Billboard pursuant to Section 2.3, (iv) if the Electronic Billboard continues to be in place and operational, then payment of the Development Fee as set forth in section 2.5 above, or (iv) any continuing obligations to indemnify other parties.

8. INSURANCE, INDEMNIFICATION AND WAIVERS.

8.1. Insurance.

8.1.1. *Types of Insurance.*

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 8.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

8.1.2. *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.

8.1.3. *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit “D” (Schedule of Performance)

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

(c) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 6.4, may view such failure or refusal to be a default hereunder.

8.2. **Indemnification.**

8.2.1. **General.** Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys’ fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective its officers, agents, and employees harmless therefrom.

8.2.2. **Exceptions.** The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

8.2.3. **Additional Coverage.** Without limiting the generality of the foregoing, Developer’s indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury any person or property whatsoever caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

(d) Any third party claims or challenges to the approval of this Agreement or the Development Approvals by City.

8.2.4. **Loss and Damage.** Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permits to enter executed by the City, or (iii) under the circumstances set forth in Section 8.2.2 above.

8.2.5. **Period of Indemnification.** The obligations for indemnity under this Section 8.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

8.3. **Waiver of Subrogation.** Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

9. **MORTGAGEE PROTECTION.** The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

9.1.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.

9.1.2. The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

9.1.3. If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

9.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

10. MISCELLANEOUS PROVISIONS.

10.1. Recordation of Agreement. This Agreement shall be recorded in "short form" version with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

10.2. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and

to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

10.4. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6. Singular and Plural. As used herein, the singular of any word includes the plural.

10.7. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.8. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.9. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.10. Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development Fee paid for any period after the effective date of such termination.

10.11. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.12. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.13. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

10.14. Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

10.15. Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

10.16. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.17. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

10.18. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

10.19. Assignment. Developer shall have the right to transfer or assign its rights and obligations under this Agreement (collectively, an "Assignment") to any person or entity (an "Assignee") in connection with a transfer or assignment of all of Developer's interest in the Lease without the prior approval of the City; provided that, (a) Developer shall notify City in writing of such proposed Assignment at least thirty (30) days prior to the effective date of any proposed Assignment, and (b) Developer and Assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which Assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed at the time of the Assignment.

10.20. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

10.21. Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attn: City Manager

If to Developer: 605 Investment, LLC
 2 S. View
 Trabuco Canyon, CA 92679
 Attn: Glenn Emanuel

10.22. Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or

execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

10.23. No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

10.24. No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

Signature page to OPERATING AGREEMENT NO. 02-2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

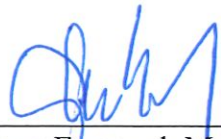
605 Investment, LLC.
a California Corporation

By: _____
Glenn Emanuel, Manager

Signature page to
OPERATING AGREEMENT NO. 02-2022
(Continued)

DEVELOPER:

605 INVESTMENTS, LLC,
a California corporation

By: 
Glenn Emanuel, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF orange

On October 6, 2022, before me, C. MUYDERMAN, Notary Public,
(here insert name and title of the officer)

personally appeared Glenn Emanuel

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

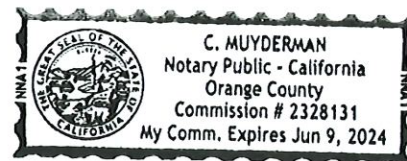
I certify under PENALTY OF PERJURY under the laws of the State of california that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. MUYDERMAN

Signature

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

All that certain real property located in the City of Santa Fe Springs, County of Los Angeles, State of California more particularly described as follows:

PARCEL 2:

A STRIP OF LAND 80.00 FEET WIDE, BEING A PORTION OF THE MORENO TRACT, IN THE RANCHO PASO DE BARTOLO, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 72 PAGE 412](#) OF DEEDS OF SAID COUNTY IN SAID OFFICE OF SAID COUNTY RECORDER DESCRIBED IN PARCEL 2 OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D- 1625 PAGE 495, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS EXCEPTED BY E. BAILEY AND FRANCES LOUISE BAILEY, ALSO KNOWN AS FRANCIS LOUIS BAILEY, HUSBAND AND WIFE; EARIE M. SWEET AND NELLIE I. SWEET, HUSBAND AND WIFE; FRANK L. WHITE AND POLLYANNA PHILLIPS WHITE; HUSBAND AND WIFE, AND ADRIAN R. SWEET, ALSO KNOWN AS A. R. SWEET, A WIDOWER, IN DEED RECORDED FEBRUARY 6, 1958 AS [INSTRUMENT NO. 1386](#), IN BOOK D-5 PAGE 194, OFFICIAL RECORDS.

ALSO EXCEPT FROM ANY REMAINDER THEREOF EXCEPT ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH

THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 27, 1971 AS [INSTRUMENT NO. 2386](#), IN BOOK D-5070 PAGE 759, OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT 60.00 FEET WIDE FOR ACCESS ROAD PURPOSES UPON, OVER AND ACROSS THAT PORTION OF SAID MORENO TRACT, IN THE RANCHO PASO DE BARTOLO, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACQUIRED BY THE STATE OF CALIFORNIA IN PARCEL 1, OF DEED RECORDED IN [BOOK D-1625 PAGE 495](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH PORTION OF SAID MORENO TRACT, ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D-5 PAGE 194 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 2, RECORDED IN SAID [BOOK D-1625 PAGE 495](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BOUNDED WESTERLY BY THE EASTERLY LINE OF PARCEL 1, HEREINABOVE DESCRIBED, TOGETHER WITH ALL NECESSARY OR CONVENIENT MEANS OF INGRESS OR EGRESS TO AND FROM SAID LAND FOR THE ABOVE DESCRIBED PURPOSES, PROVIDED, HOWEVER, THAT THE OWNER OF THE LAND UNDERLYING SAID EASEMENTS MAY USE THE SURFACE THEREOF WITHOUT, HOWEVER, THE RIGHT TO BUILD PERMANENT STRUCTURES THEREON.

EXCEPT THEREFROM PARCELS 1, 2 AND 3 ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF, BY DEED RECORDED FEBRUARY 25, 2000 AS [INSTRUMENT NO. 00-0278588](#).

THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 27, 1971 AS [INSTRUMENT NO. 2386](#), IN BOOK D-5070 PAGE 759, OFFICIAL RECORDS

EXHIBIT "B"

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Electronic Billboard in accordance with the terms of this Agreement. The New Electronic Billboard consists of one (1) 50-foot tall, double-face electronic billboard with displays screen measuring 14' x 48' that is oriented northbound toward Interstate 605 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Electronic Billboard and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Electronic Billboard.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Electronic Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, Resolutions and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such, maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Electronic Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Electronic Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Electronic Billboard and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may

designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B", then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 6.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Electronic Billboard and, where stated, landscaping adjacent to New Electronic Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site shown on Exhibit "C-1", and shall be of the dimensions described in Section 1, above.

(c) The size of each sign display of the New Electronic Billboard shall not exceed the dimensions set forth in the Resolution, and shall not to exceed the maximum height set forth in the Resolution, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Resolution and depicted in the Site Plan at Exhibit "C-1" and Billboard Elevation at Exhibit "C-2" both approved by the City as part of the Development Approvals.

(d) The New Electronic Billboard pole shall have a column cover as depicted in the Billboard Elevation within Exhibit "C-2", or as modified by the Development Approvals.

(e) Plans and specifications for the proposed installation of the New Electronic Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed

installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the New Electronic Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state Resolution with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Electronic Billboard from the California Department of Transportation Outdoor Advertising Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(j) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Electronic Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) If any portion of the landscaping or painted backing installed adjacent to the New Electronic Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, can remove and relocate any landscaping.

(m) Developer shall be required to install all utilities underground in connection with the New Electronic Billboard in conformance with Resolution Nos. 222-2022 and 9831. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

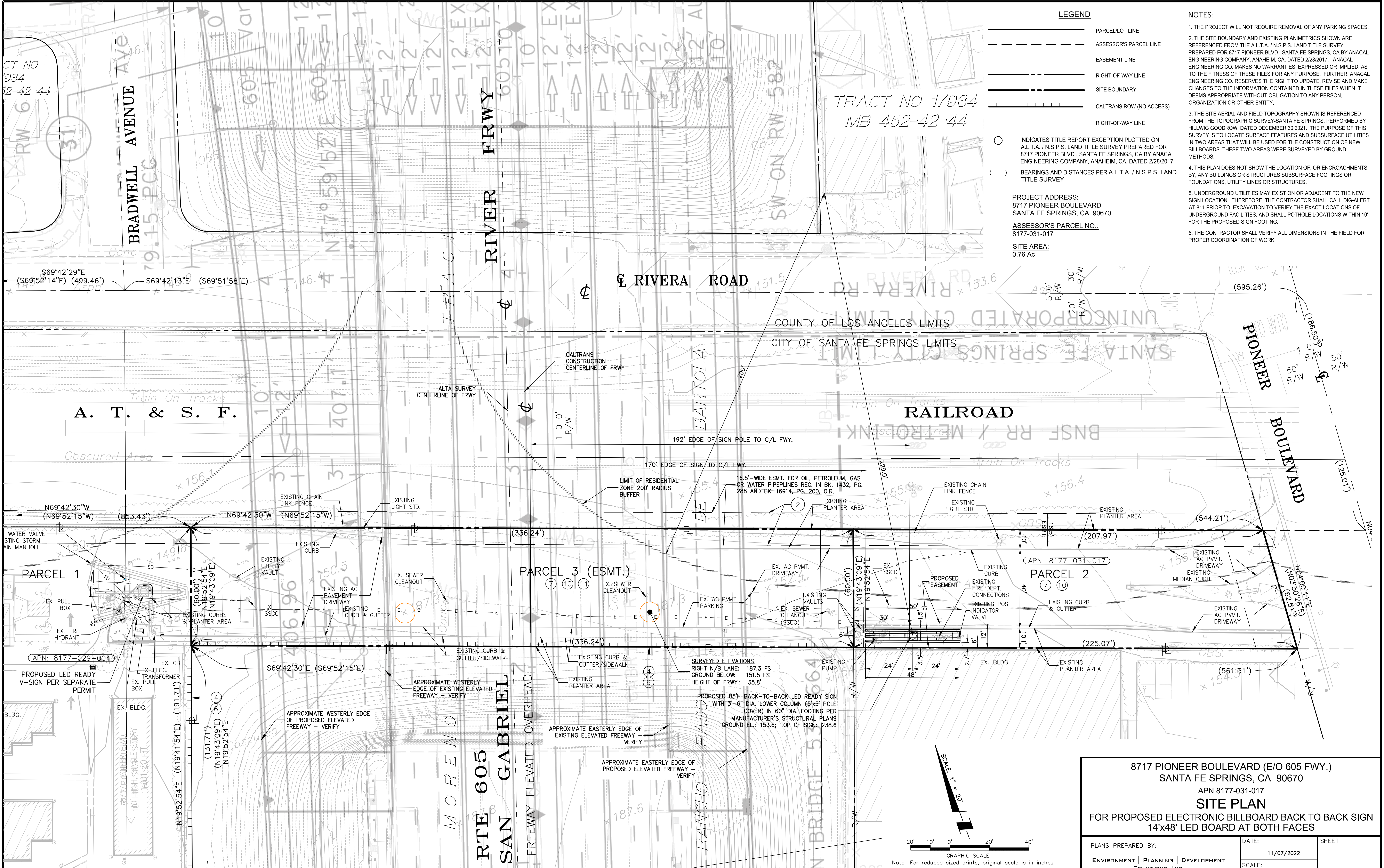
(p) Prior to final sign of the building permit for the New Electronic Billboard, the applicable landscaping or painted backing shall be installed at the Site.

(q) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

EXHIBIT “C-1”

SITE PLAN

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OUTDOOR ASSOCIATES

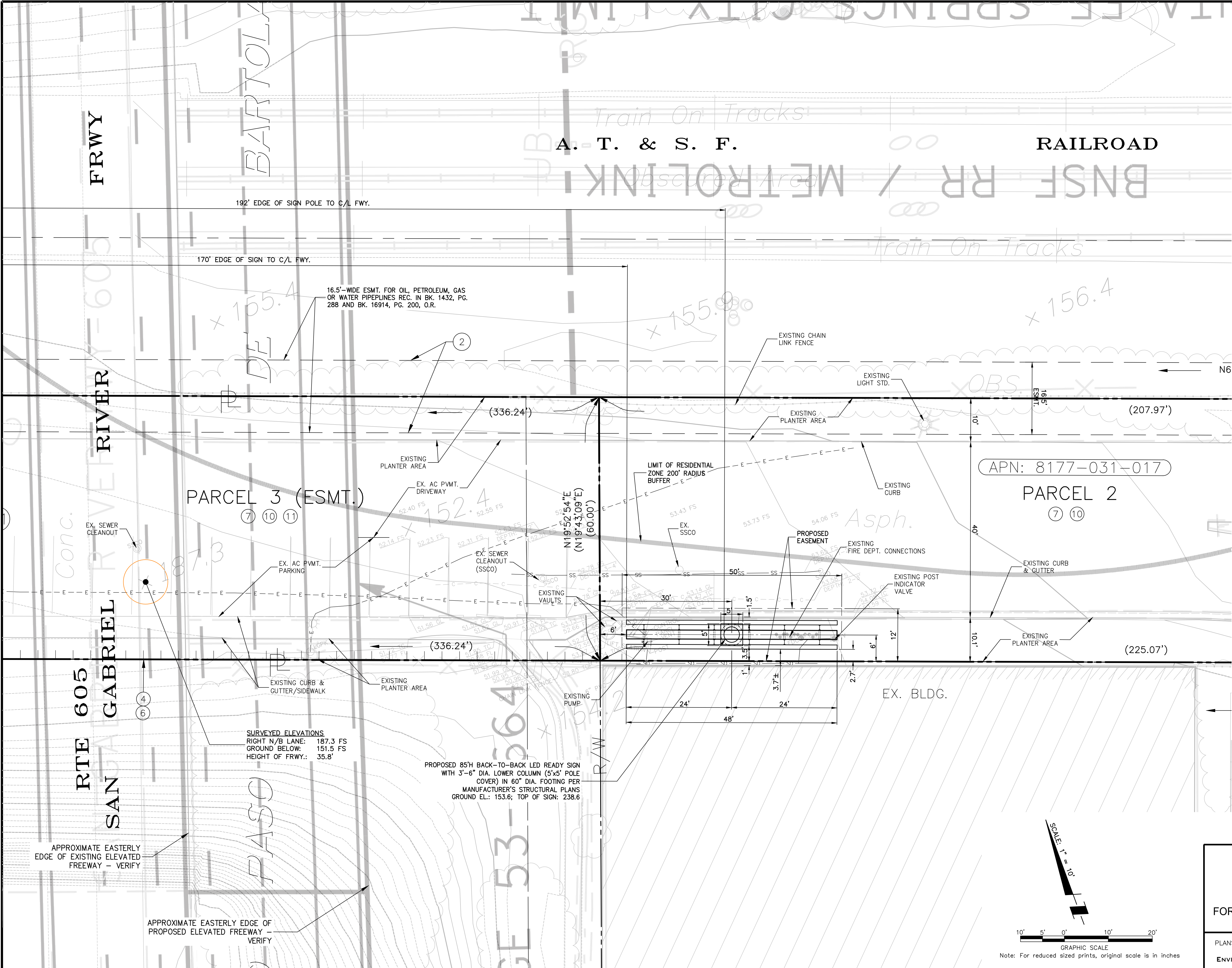
PROGRESS PLOT-NOT FOR CONSTRUCTION

8717 PIONEER BOULEVARD (E/O 605 FWY.) SANTA FE SPRINGS, CA 90670 APN 8177-031-017 SITE PLAN FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN 14'x48' LED BOARD AT BOTH FACES			DATE: 11/07/2022	SHEET
PLANS PREPARED BY: ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.			SCALE:	1 OF 6
2 Park Plaza, Suite 1120 Irvine, CA 92614 (949) 794-1180			PROJECT NO. 18-046	

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OUTDOOR ASSOCIATES

PROGRESS PLOT-NOT FOR CONSTRUCTION



NOTES:

1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.
2. THE SITE BOUNDARY AND EXISTING PLANIMETRICS SHOWN ARE REFERENCED FROM THE A.L.T.A. / N.S.P.S. LAND TITLE SURVEY PREPARED FOR 8717 PIONEER BLVD., SANTA FE SPRINGS, CA BY ANACAL ENGINEERING COMPANY, ANAHEIM, CA, DATED 2/28/2017. ANACAL ENGINEERING CO. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS OF THESE FILES FOR ANY PURPOSE. FURTHER, ANACAL ENGINEERING CO. RESERVES THE RIGHT TO UPDATE, REVISE AND MAKE CHANGES TO THE INFORMATION CONTAINED IN THESE FILES WHEN IT DEEMS APPROPRIATE WITHOUT OBLIGATION TO ANY PERSON, ORGANIZATION OR OTHER ENTITY.
3. THE SITE AERIAL AND FIELD TOPOGRAPHY SHOWN IS REFERENCED FROM THE TOPOGRAPHIC SURVEY-SANTA FE SPRINGS, PERFORMED BY HILLWIG GOODROW, DATED DECEMBER 30, 2021. THE PURPOSE OF THIS SURVEY IS TO LOCATE SURFACE FEATURES AND SUBSURFACE UTILITIES IN TWO AREAS THAT WILL BE USED FOR THE CONSTRUCTION OF NEW BILLBOARDS. THESE TWO AREAS WERE SURVEYED BY GROUND METHODS.
4. THIS PLAN DOES NOT SHOW THE LOCATION OF, OR ENCROACHMENTS BY, ANY BUILDINGS OR STRUCTURES SUBSURFACE FOOTINGS OR FOUNDATIONS, UTILITY LINES OR STRUCTURES.
5. UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE, THE CONTRACTOR SHALL CALL DIG-ALERT AT 811 PRIOR TO EXCAVATION TO VERIFY THE EXACT LOCATIONS OF UNDERGROUND FACILITIES, AND SHALL POTHOLE LOCATIONS WITHIN 10' FOR THE PROPOSED SIGN FOOTING.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD FOR PROPER COORDINATION OF WORK.

LEGEND

- PARCEL/LOT LINE
- ASSESSOR'S PARCEL LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SITE BOUNDARY
- CALTRANS ROW (NO ACCESS)
- RIGHT-OF-WAY LINE

- INDICATES TITLE REPORT EXCEPTION PLOTTED ON A.L.T.A. / N.S.P.S. LAND TITLE SURVEY PREPARED FOR 8717 PIONEER BLVD., SANTA FE SPRINGS, CA BY ANACAL ENGINEERING COMPANY, ANAHEIM, CA, DATED 2/28/2017
- BEARINGS AND DISTANCES PER A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

EASEMENT NOTES

THE FOLLOWING ITEMS WERE FOUND IN TITLE REPORT NO. 16000332982 DATED NOVEMBER 28, 2016 BY STEWART TITLE GUARANTY COMPANY:

- 2 A 16.5' WIDE EASEMENT FOR PIPE LINE FOR TRANSMISSION OF OIL, PETROLEUM, GAS OR WATER AND RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN BOOK 1432, PAGE 288, AND RECORDED IN BOOK 16914, PAGE 200 OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 4 THE FACT THAT OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF ACCESS TO THE STATE FREEWAY, SAID RIGHTS HAVING BEEN RELINQUISHED TOGETHER WITH A WAIVER OF ANY CLAIMS FOR DAMAGES, IN THE DEED FROM E. BAILEY, ET AL TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 6, 1966 AS INSTRUMENT NO. 0-1356, IN BOOK 194 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 5 A 13' WIDE EASEMENT FOR DRAINAGE PURPOSES AND RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN AUGUST 5, 1966 AS INSTRUMENT NO 2829 IN BOOK D-3390 PAGE 532 OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 6 THE FACT THAT OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF ACCESS TO THE STATE FREEWAY, SAID RIGHTS HAVING BEEN RELINQUISHED TOGETHER WITH A WAIVER OF ANY CLAIMS FOR DAMAGES, IN THE DEED FROM E. BAILEY, ET AL TO THE STATE OF CALIFORNIA, RECORDED MAY 27, 1971 AS INSTRUMENT NO. 2386, IN BOOK D-5070, PAGE 759 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 7 AN EASEMENT FOR INGRESS AND EGRESS PURPOSES AND RIGHTS INCIDENTAL THERETO. RECORDED IN FEBRUARY 25, 2006 AS INSTRUMENT NO. 00-0278586 OF OFFICIAL RECORDS. DEED RECONVEYANCE EASEMENT DATED JANUARY 10, 2006 BY UNION PACIFIC RAILROAD, RECORDED FEBRUARY 21, 2006 INSTRUMENT NO. 06-0380072 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 9 A 20' WIDE EASEMENT FOR PUBLIC UTILITIES EASEMENT RIGHTS INCIDENTAL THERETO. TO VARIOUS PARTIES. RECORDED IN MARCH 20, 2001 AS INSTRUMENT NO 01-0446107 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- 10 AN EASEMENT FOR ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED AUGUST 21, 2003, RECORDED IN MARCH 20, 2001 AS INSTRUMENT NO 03-2429465 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 11 AN EASEMENT FOR RIGHT OF WAY TO USE A ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 21, 2006 AS INSTRUMENT NO 06-0380073 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 12 AN EASEMENT FOR RIGHT OF WAY TO USE A ROADWAY AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 21, 2006 AS INSTRUMENT NO 06-0380074 OF OFFICIAL RECORDS. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.

8717 PIONEER BOULEVARD (E/O 605 FWY.)

SANTA FE SPRINGS, CA 90670

APN 8177-031-017

ENLARGED SITE PLAN
FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN
14'x48' LED BOARD AT BOTH FACES

PLANS PREPARED BY:

ENVIRONMENT | PLANNING | DEVELOPMENT
SOLUTIONS, INC.

2 Park Plaza, Suite 1120
Irvine, CA 92614
(949) 794-1180

DATE:

11/07/2022

SCALE:

1"=10'

PROJECT NO.

18-046

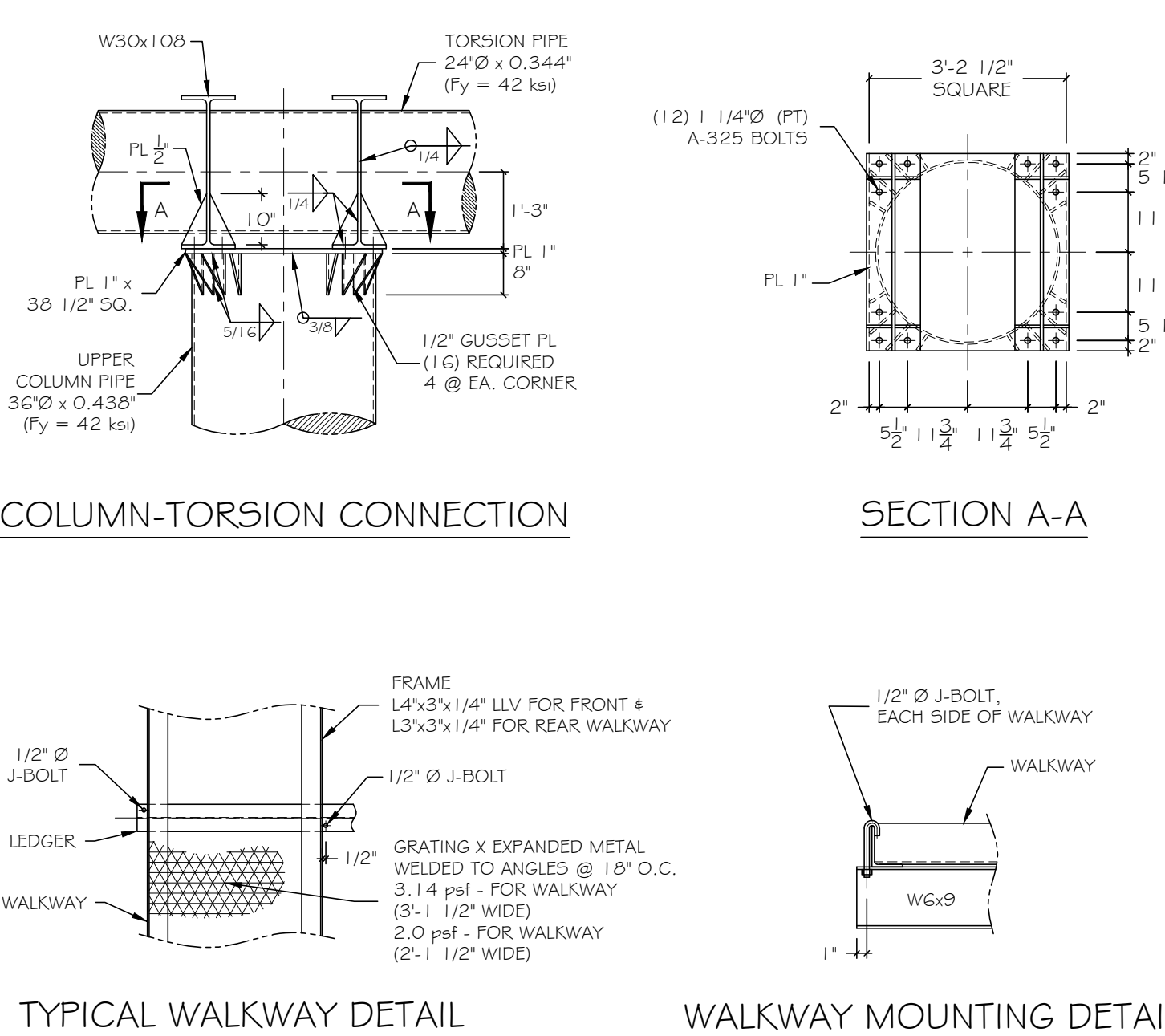
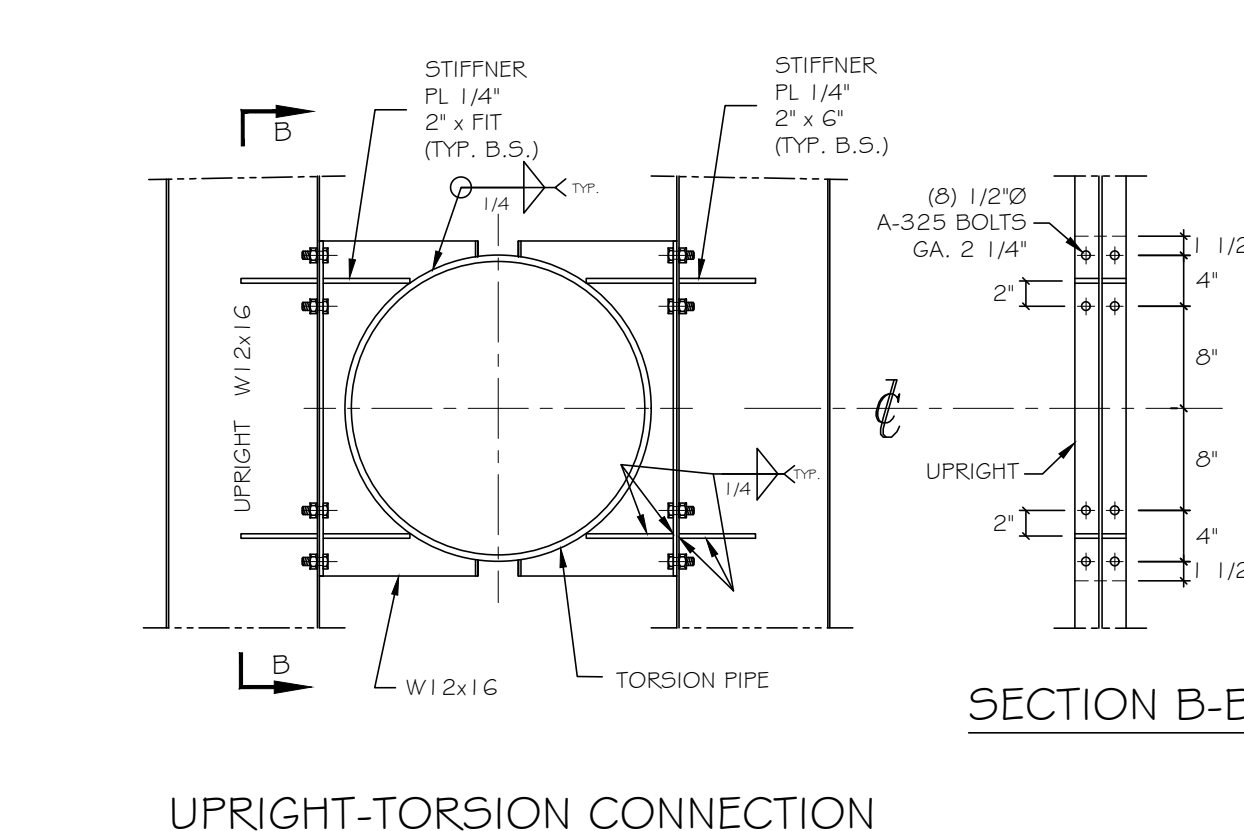
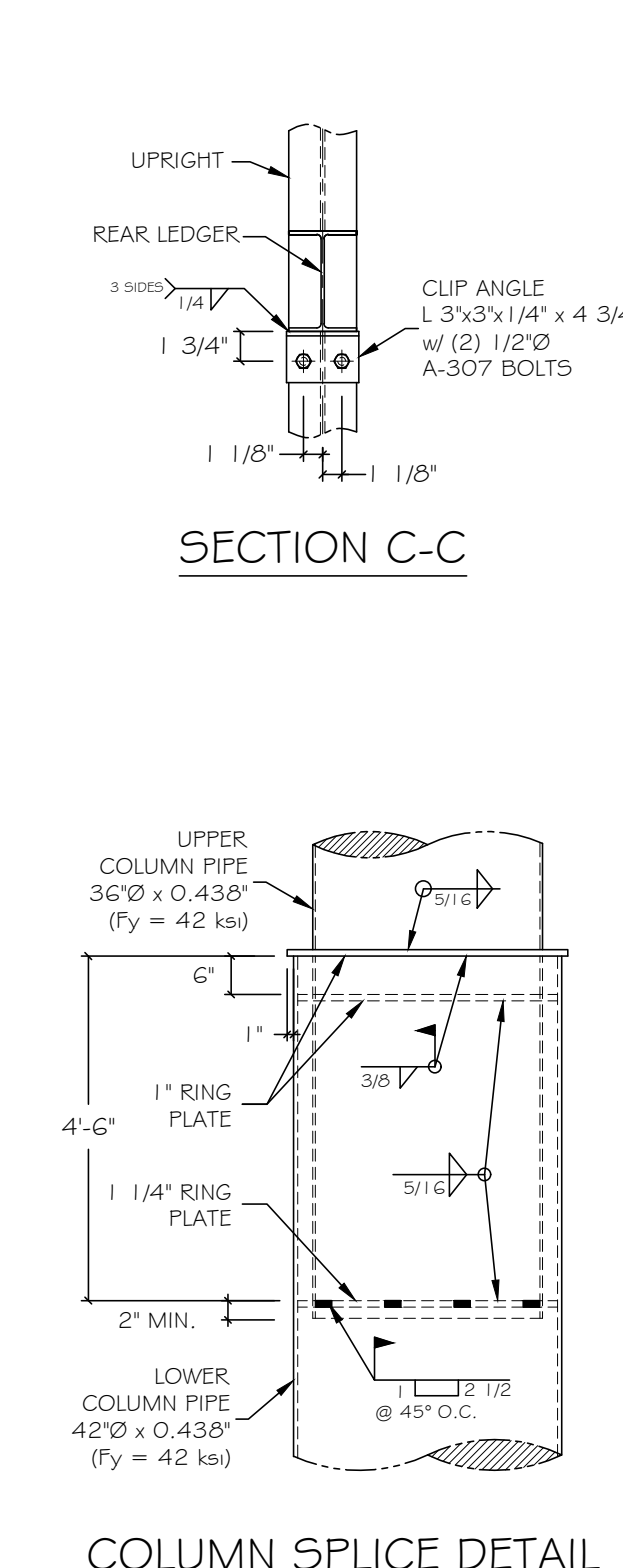
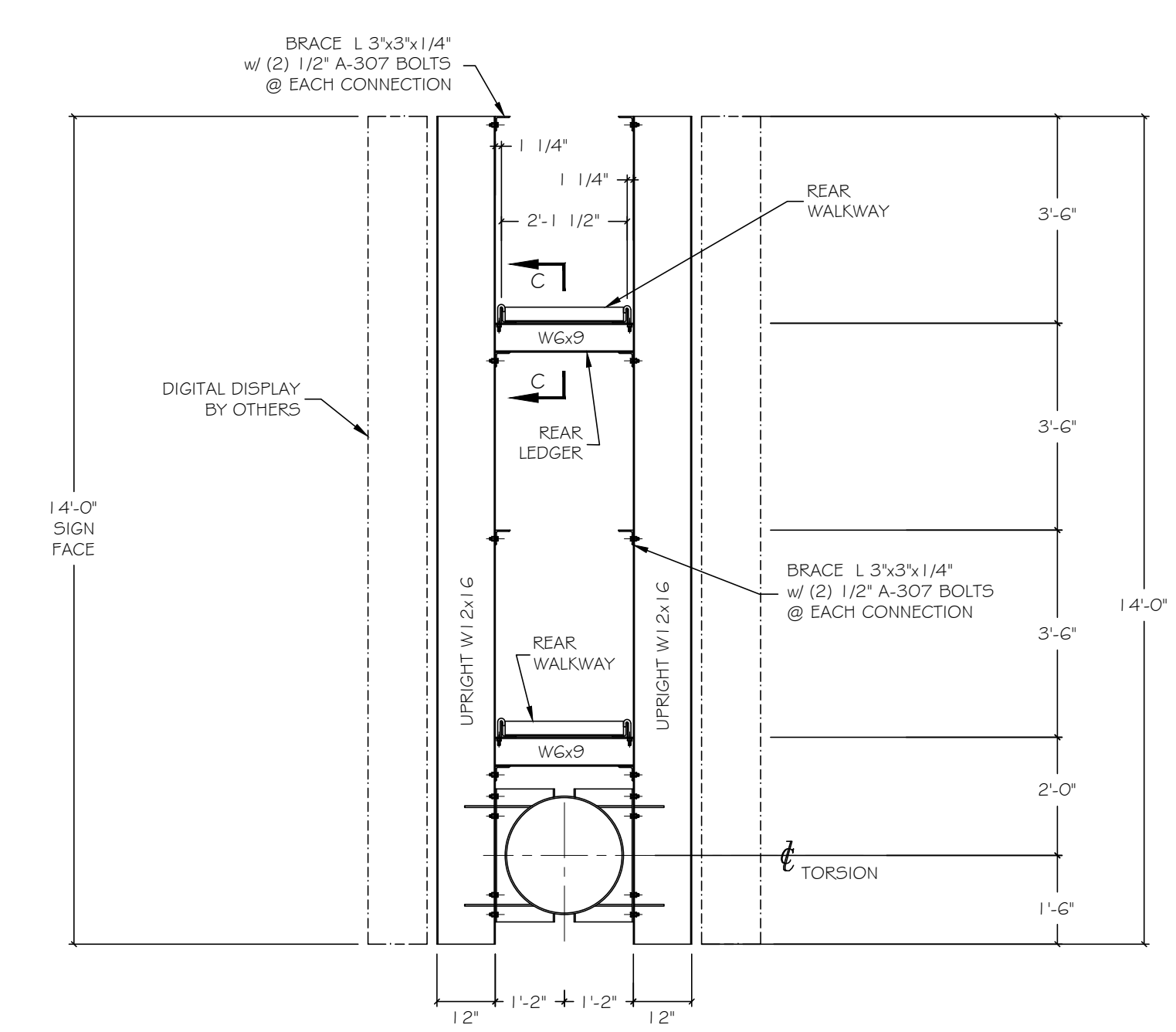
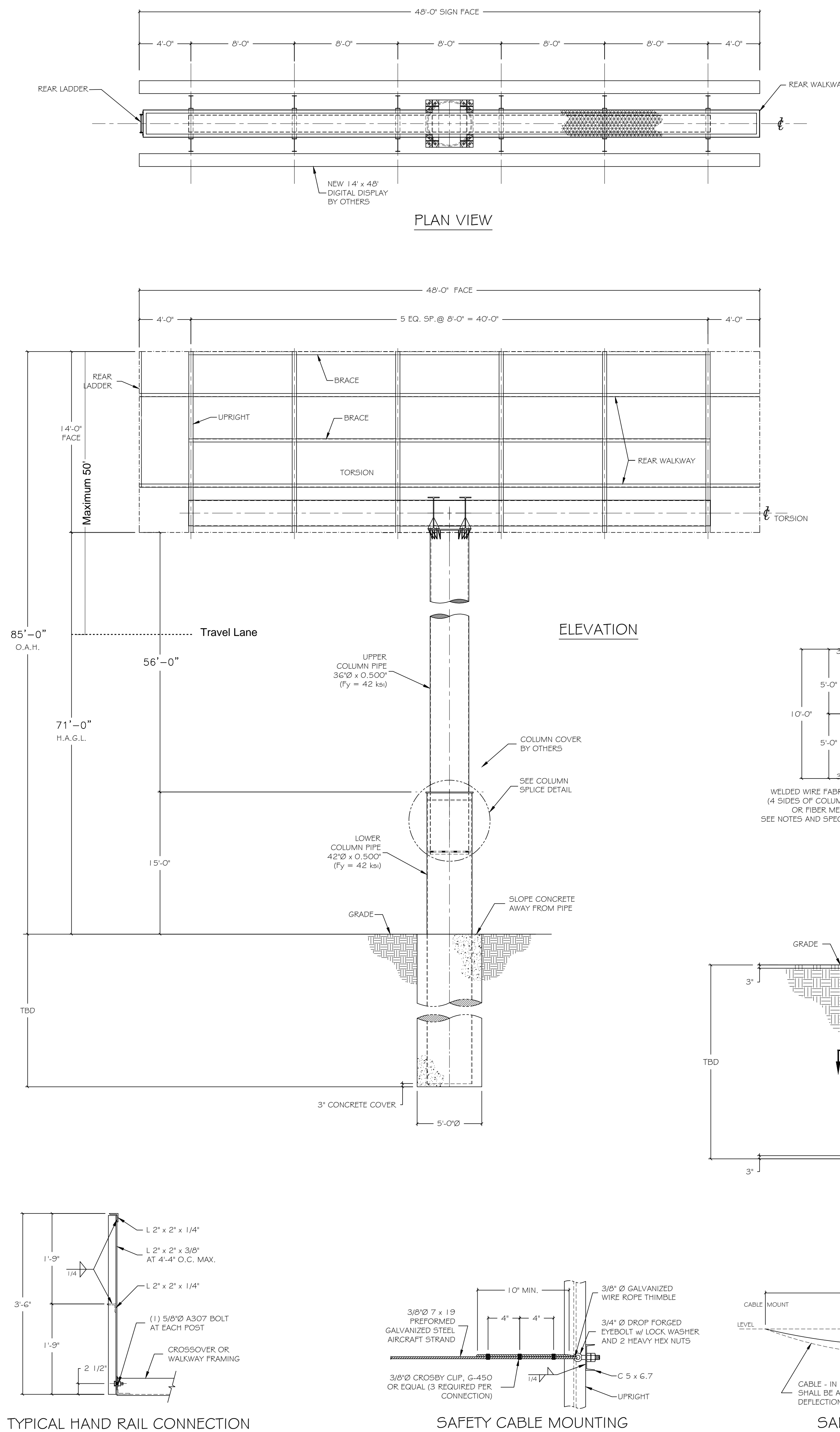
SHEET

2

6

OF

C:\USERS\ADMIN\Desktop\RMG E-SHEETS\2018 NOV\1448CMBB-LED READY PRELIMINARY 60' OUTDOOR ASSOCIATES SANTA FE SPRINGS CA



NOTES AND SPECIFICATIONS
(APPLY UNLESS OTHERWISE NOTED)

CODE - 2016 CBC

WIND DESIGN - SIGN STRUCTURE WIND LOADS ARE DETERMINED IN ACCORDANCE WITH ASCE 7-10 SECTION 29.4.1.
BASIC WIND SPEED: 110 MPH (3 SECOND GUST)
RISK CATEGORY: II
EXPOSURE: C
DESIGN WIND PRESSURE: 27.3 PSF (AVERAGE), 38.1 PSF (MAXIMUM AT ENDS), REFER TO ASCE 7-10 FIGURE 29.4-1.
ANY SIGN COMPONENTS NOT SPECIFICALLY DETAILED ON THESE DRAWINGS BUT ATTACHED TO THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE INFORMATION ABOVE.

SEISMIC DESIGN - SIGN STRUCTURE SEISMIC LOADS ARE DETERMINED IN ACCORDANCE WITH ASCE 7-10 CHAPTER 15 USING DATA FOR SIGNS AND BILLBOARDS FROM TABLE 15.4-2.:
RISK CATEGORY: II
MAPPED SPECTRAL RESPONSE ACCELERATIONS: S_s = 0.973, S₁ = 0.361
SITE CLASS: D, PER SOIL REPORT
SPECTRAL RESPONSE COEFFICIENTS: S_{DS} = 0.721, S_{D1} = 0.404
SEISMIC DESIGN CATEGORY: "D"
FORCE RESISTING SYSTEM: CANTILEVERED COLUMN
DESIGN BASE SHEAR: 6.38 KIPS
SEISMIC RESPONSE COEFFICIENT (C_s): 0.240
RESPONSE MODIFICATION FACTOR (R): 3.0
SEISMIC BASE SHEAR IS DETERMINED IN ACCORDANCE WITH SECTION 12.8 "EQUIVALENT LATERAL FORCE PROCEDURE" USING THE DESIGN DATA ABOVE.

DESIGN LIVE LOAD - MAINTENANCE PLATFORM 40 PSF OR 300 LBS CONCENTRATED LOAD.
DESIGN DEAD LOAD - DIGITAL DISPLAY: 9,000 POUNDS EACH SIDE
OTHER STRUCTURAL MEMBERS: AS NOTED IN CALCULATIONS

STEEL - WIDE FLANGES - ASTM A-992, OTHER SHAPES & PLATES - ASTM A-36.

PIPE SECTIONS - ASTM A-53 GR B OR A 252 GR 2, OR API - LX WITH MINIMUM YIELD STRENGTH AS INDICATED ON DRAWINGS.

EXPANDED METAL GRATING - EXPANDED METAL GRATING SHALL BE MANUFACTURED FROM CARBON STEEL IN CONFORMANCE WITH THE EXPANDED METAL MANUFACTURERS ASSOCIATION (EMMA) STANDARD NO. 557-99, 'STANDARDS FOR EXPANDED METAL'. EMMA IS A DIVISION OF THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM).

ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED ACCORDING TO LATEST AISC SPECIFICATIONS AND STANDARD PRACTICE.

PAINTING - ALL STRUCTURAL STEEL, EXPOSED TO WEATHER, SHALL BE SHOP PRIMED AND PAINTED IN ACCORDANCE WITH AISC 335 (SPECIFICATION) AND AISC 303 (STANDARD PRACTICE).

CONCRETE - CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI (DESIGNED AT 2,500 PSI) AT 28 DAYS AND BE PLACED IN ACCORDANCE WITH ACI 318. CONCRETE MIX SHALL BE PROPORTIONED WITH A MAXIMUM SLUMP OF 4 TO 6 IN. IF PLACED IN A DRY SHAFT WITHOUT TEMPORARY CASING, AND 6 TO 8 IN. IF CASING AND/OR DRILLING FLUIDS ARE USED. CONCRETE MIX SHALL BE DESIGNED WITH APPROPRIATE ADMIXTURES AND/OR WATER/CEMENT RATIOS TO ACHIEVE RECOMMENDED SLUMPS. ADDING WATER TO A CONVENTIONAL MIX TO ACHIEVE RECOMMENDED SLUMPS IS NOT ALLOWED.

REINFORCING STEEL - FOR CUBE FOOTING, REINFORCING STEEL SHALL BE WELDED WIRE FABRIC 4x4 - W4 x W4 PER ASTM A185 OR A497M. WELDED WIRE FABRIC CAN BE SUBSTITUTED WITH POLYPROPYLENE FIBER MESH INCORPORATED INTO THE CONCRETE MIX AT THE RATE OF 3 LBS. PER CUBIC YARD. REINFORCING SHALL BE FABRICATED AND SECURED IN ACCORDANCE WITH ACI 318 AND CRSI MANUAL OF STANDARD PRACTICE. DO NOT WELD REINFORCING STEEL UNLESS APPROVAL IS OBTAINED FROM THE ENGINEER PRIOR TO CONSTRUCTION.

WELDING - ALL WELDING MATERIALS AND COMPONENTS SHALL BE IN COMPLIANCE WITH AWS D1.1.

BOLTS - ALL REGULAR SHALL CONFORM TO ASTM A-307. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325N. ALL BOLTS SHALL BE INSTALLED TO A SNUG TIGHT CONDITION UNLESS NOTED TO BE PRE-TENSIONED (PT). PT BOLTS SHALL BE FULLY TENSIONED PER AISC TURN OF THE NUT METHOD (1/3 OF A TURN PAST A SNUG TIGHT CONDITION) OR OTHER AISC APPROVED TENSIONING METHOD.

ROUND AND CUBE COLUMN FOOTING - EMBEDMENT DEPTH FOR FOOTING DOES NOT APPLY TO LOCATIONS WHERE WALLS OF THE HOLE WILL NOT STAND WITHOUT SUPPLEMENTAL SUPPORT, OR WHERE UNCOMPACTED FILL OR ORGANIC FILL EXISTS. FOUNDATION IS DESIGNED UTILIZING LATERAL BEARING PER CBC SECTION 1807.3.2.1. DESIGN LATERAL SOIL PRESSURE PER CBC TABLE 1806.2 IS 150 PSF/FT (SOIL CLASS 4 - TYPE: SAND, SILTY SAND, CLAYEY SAND). ALLOWABLE LATERAL SOIL PRESSURE HAS BEEN MULTIPLIED BY 2 PER SECTION 1806.3.4. VERIFY SOIL TYPE DURING EXCAVATION. NOTIFY ENGINEER OF ANY DISCREPANCY.

STEEL FABRICATOR - ALL STRUCTURAL STEEL SHALL BE SHOP FABRICATED BY THE FOLLOWING CITY OF LOS ANGELES APPROVED FABRICATOR:
PAGE STEEL
2040 INDUSTRIAL DRIVE
PAGE, AZ 85040

SPECIAL INSPECTIONS - SPECIAL INSPECTIONS ARE REQUIRED PER CHAPTER 17 FOR THE FOLLOWING ITEMS:
- HIGH STRENGTH BOLTS: PERIODIC INSPECTION TO REVIEW BOLT TYPE AND TENSION
- FOUNDATION: VERIFY PROPER EXCAVATION DIMENSIONS.
- FIELD WELDING: VISUAL INSPECTION OF ALL WELDS PER AISC AND AWS D1.1.

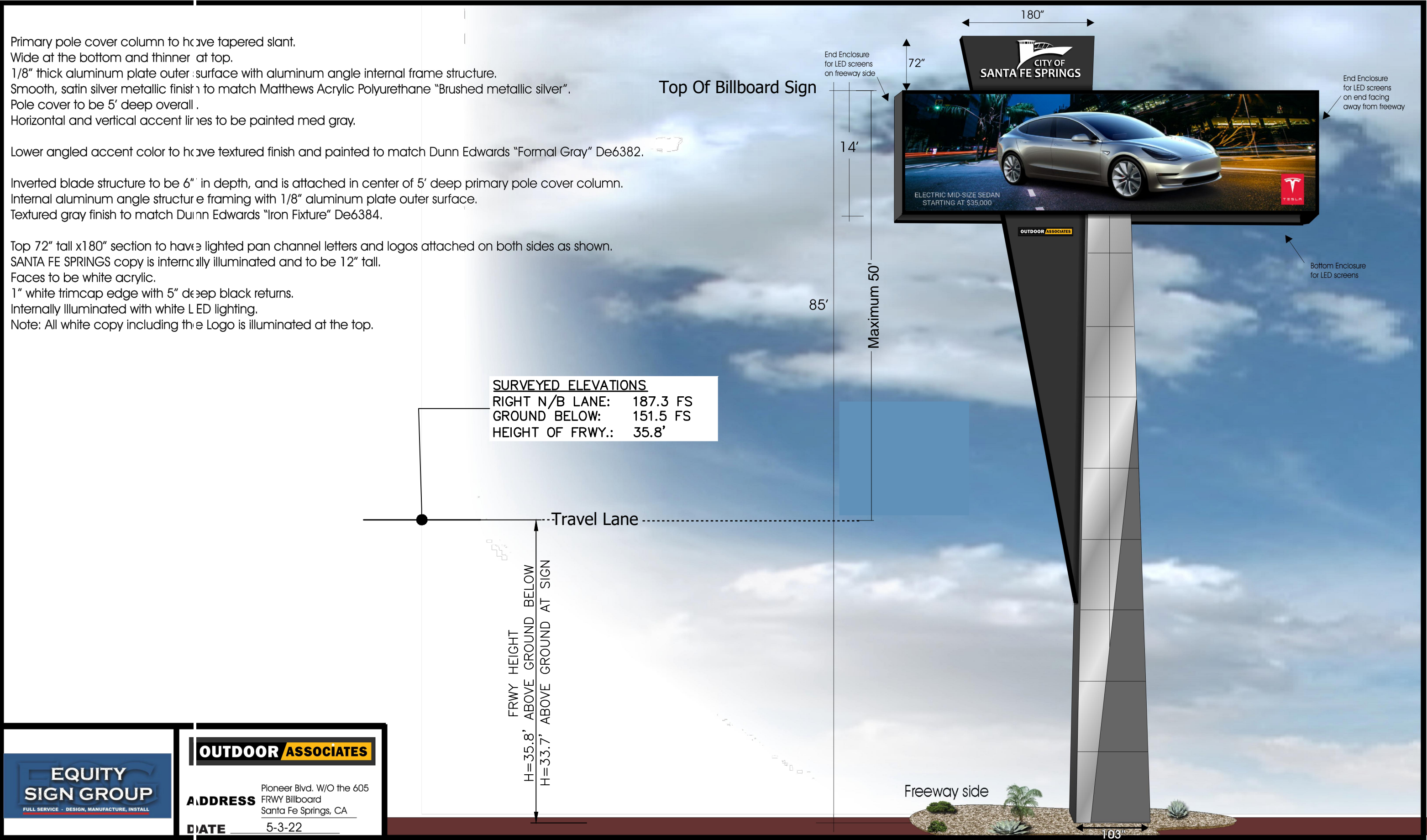
UNLESS SPECIFICALLY INDICATED AS FIELD WORK, NO FIELD WELDING IS ALLOWED WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD.

THE ERECTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE ERECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

THE UNDERSIGNED ENGINEER WILL NOT SUPERVISE THE FABRICATION OR ERECTION OF THIS STRUCTURE.

THIS PRINT IS THE PROPERTY OF RMG OUTDOOR, INC. PROFESSIONAL SEAL VALID ONLY WHEN FABRICATED BY THE ABOVE. IT IS PROVIDED FOR PERMIT PURPOSES ONLY. ANY OTHER USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM RMG OUTDOOR, INC.			PRELIMINARY DRAWING NOT FOR CONSTRUCTION		
CUSTOMER					
OUTDOOR ASSOCIATES					
SIGN LOCATION			14' x 48' SINGLE POST CENTER MOUNT DOUBLE FACE BACK TO BACK LED READY		
SANTA FE SPRINGS, CA					
 4425 North 24th Street, Suite 200 Phoenix, Arizona 85016 Phn: (602) 230-8634 Fax: (602) 230-9071			ENG. NO.	DR.	CH.
			G-1XXXX	F5	J5W
			EESL. NO.	DATE	
				12/17/19	
JOB NO.			SHEET NO.		
			3 of 6		

Nov 06, 2022 - 1:10PM - Z:\MY DOCUMENTS\PROJECTS\DESIGN\PL-01-SITE-PLAN-SFS-605-E.DWG



NOTES:

- A. MAXIMUM FACE SIZE: 14 BY 48 FEET IN DIMENSION (TOTAL SIX HUNDRED SEVENTY TWO SQUARE FEET, PLUS FRAMING). THE FACES OF TWO SIDED ELECTRONIC BILLBOARDS SHALL BE IDENTICAL IN SIZE. (SHOW ON RENDERINGS).
- B. SCREENING: ALL EXPOSED PORTIONS OF ELECTRONIC BILLBOARDS, INCLUDING BACKS, SIDES, UNDER AREAS, SUPPORT MEMBERS AND SUPPORT POSTS, SHALL BE SCREENED (STATE SCREENING MATERIAL AND SHOW ON RENDERINGS) - IT WILL BE CORRUGATED B- DECKING ON THE BOTTOM OF THE SIGN AND PERFORATED PLATES ON OTHER SIDES.
- C. THE ANGLE BETWEEN THE FACES OF A V-SHAPE ELECTRONIC BILLBOARD SHALL BE NO GREATER THAN 30 DEGREES. (STATE ON REVISED PLAN AND SHOW, IF POSSIBLE).
- D. THE UTILITIES OF EACH ELECTRONIC BILLBOARD SHALL BE UNDERGROUND (STATE ON REVISED RENDERINGS).
- E. ELECTRONIC BILLBOARDS SHALL NOT EXCEED A MAXIMUM HEIGHT OF FIFTY FEET AS MEASURED FROM THE CENTER LINE OF THE NEAREST TRAVEL LANE OF INTERSTATE 605 TO THE TOP EDGE OF THE ELECTRONIC BILLBOARD FACE. THIS EXCLUDES ARCHITECTURAL ELEMENTS, WHICH MAY EXTEND UP TO SIX FEET ABOVE 50- FOOT HEIGHT LIMIT. (PROVIDE ON REVISED PLANS) .

8717 PIONEER BOULEVARD (E/O 605 FWY.) SANTA FE SPRINGS, CA 90670 APN 8177-031-017 ELEVATIONS FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN 14'x48' LED BOARD AT BOTH FACES		
PLANS PREPARED BY: ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC. 2 Park Plaza, Suite 1120 Irvine, CA 92614 (949) 794-1180	DATE: 11/07/2022	SHEET 4 OF 6
	SCALE:	
	PROJECT NO. 18-046	

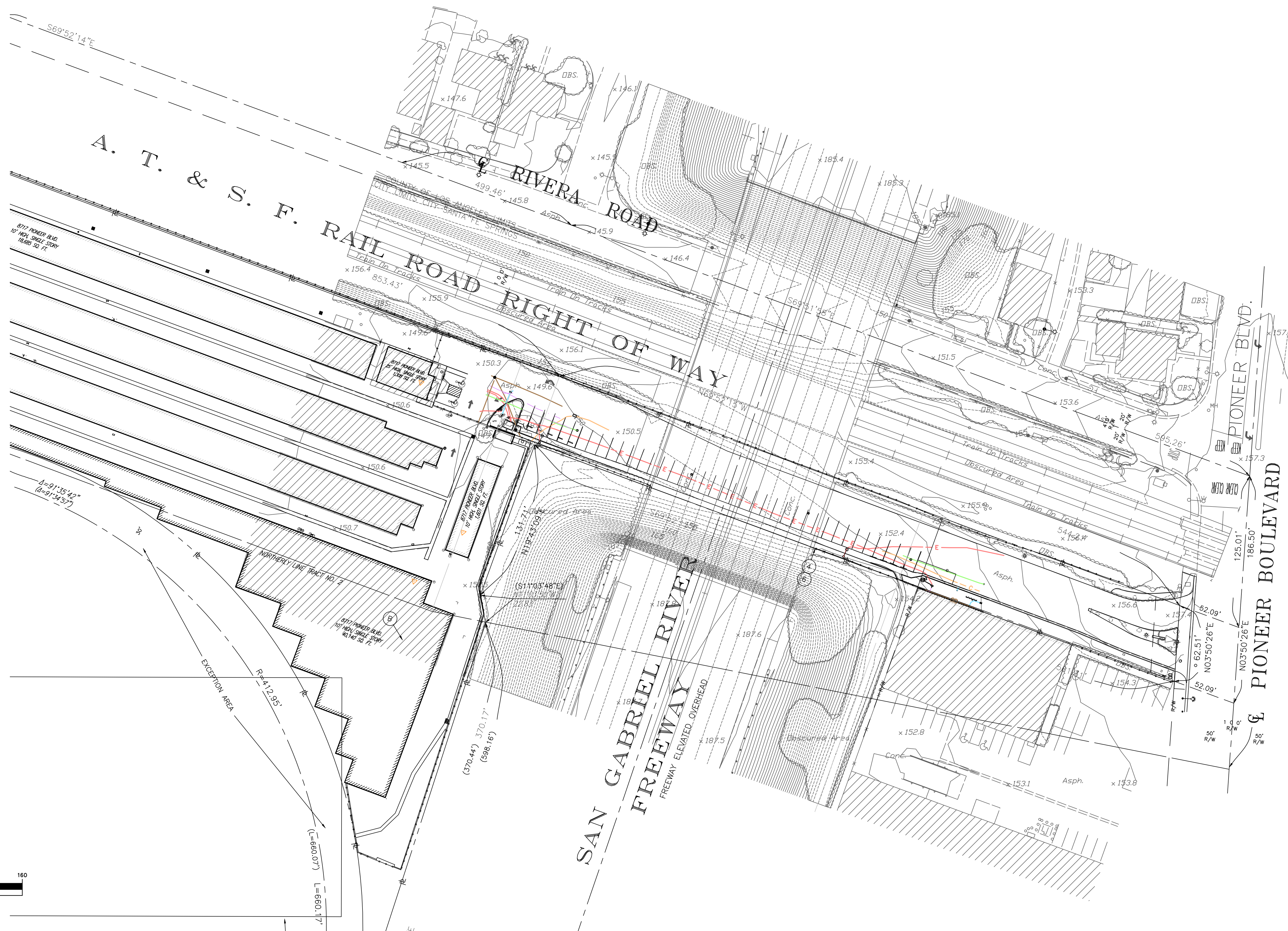
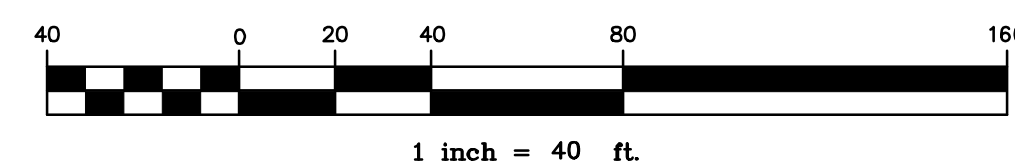
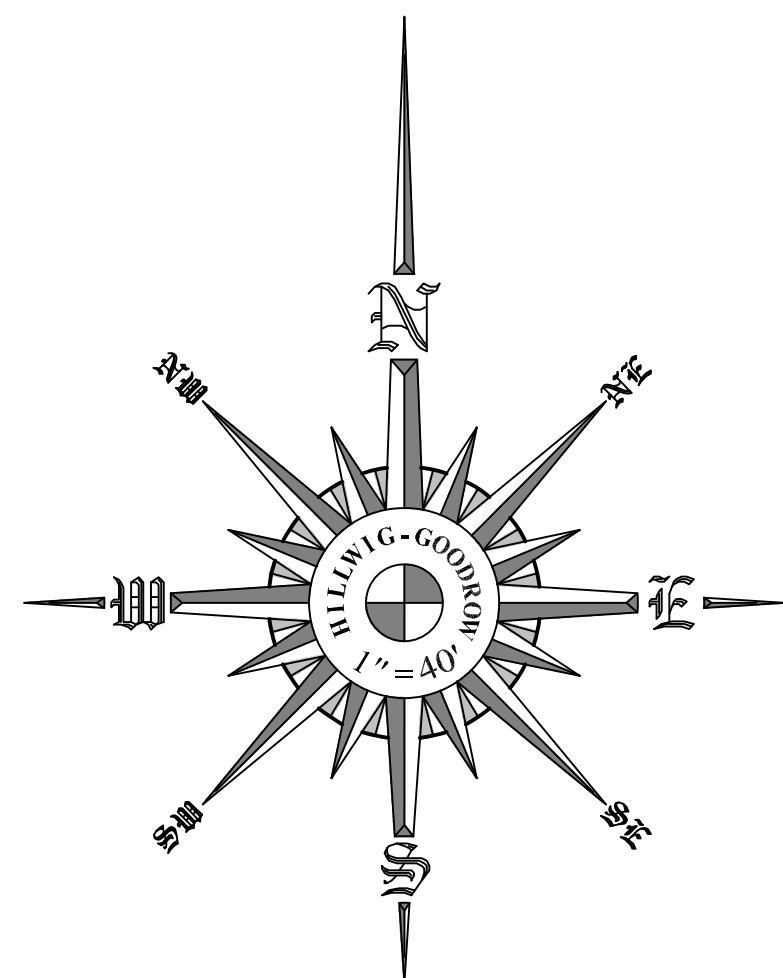
1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, CONSTRAINED LOCALLY BETWEEN CONTINUOUS GPS STATIONS "BKMS" AND "WHC1". SAID BEARING IS S71°37'02"W.

2. THE BENCHMARK FOR THIS SURVEY IS CONTINUOUS OPERATING REFERENCE STATION "BKMS", ELEVATION 154.406' (NAVD 88)

THIS A CONTINUOUS GPS STATION AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE CENTER SURVEY COMPUTED 11-11-17 FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS AN ASHTECH 179145B_M WITH SCIT DOME. TRUE VERTICAL ANTENNA HEIGHT IS TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.027 FEET.

3. THE PURPOSE OF THIS SURVEY IS TO LOCATE SURFACE FEATURES AND SUBSURFACE UTILITIES IN TWO AREAS THAT WILL BE USED FOR THE CONSTRUCTION OF NEW BILLBOARDS. THESE TWO AREAS WERE SURVEYED BY GROUND METHODS. AN AERIAL SURVEY OF THIS AREA HAS BEEN PRODUCED FOR THIS SITE.

4. SURVEY DATA, INCLUDING PROPERTY LINES, STREET CENTERLINES, FREEWAY RIGHT OF WAY, AND CALTRANS RIGHT OF WAY, CONTAINED IN AN AUTOCAD FILE TITLED "17-006A2" HAVE BEEN INCLUDED WITH THE SURVEY WORK PERFORMED BY HILLGW-GOODROW. THE AUTOCAD FILE "17-006A2" WAS PREPARED BY ANACAL ENGINEERING CO. AND SUBMITTED TO HILLGW-GOODROW FOR SUBMISSION TO CALTRANS IN 1991. THE AUTOCAD FILE FROM ANACAL WAS ON A LOCAL COORDINATE SYSTEM, AND HAD TO BE TRANSLATED AND ROTATED TO FIT THE SURVEY PERFORMED BY HILLGW-GOODROW. TRANSLATION WAS PERFORMED BY HILLGW-GOODROW TO FIT THE LOCAL BOX AS NOTED ON SHEET 2, AND ROTATED SLIGHTLY TO BEST FIT OTHER COMMON FEATURES, INCLUDING MANHOLES, WATER VALVES, AND EDGES OF GUTTER LINES. HILLGW-GOODROW DOES NOT MAKE ANY CLAIM REGARDING THE ACCURACY OF THE PROPERTY LINES, RIGHT OF WAY LINES, AND CENTERLINES SHOWN HEREON.



<i>Revisions:</i>					
No.	Date:	By:	Description:	Approved:	
1	12/30/71	SAB	ADDED LINEWORK FROM AUTOCAD FILE BY ANACAL ENG.	ACH	
<i>Designed:</i>		<i>Drawn:</i>		<i>Checked:</i>	Ach

Seal:



Prepared under the Supervision of:

PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5137



HILLWIG - GOODROW, INC.

Land Surveying - GPS Surveys - Aerial Mapping
31419 Outer Highway 10, Ste. 1-200 Redlands, CA 92373 (909) 794-2673

Scale: $1'' = 40'$

Date: DECEMBER 30, 2021

BENCHMARK.

SEE SURVEYOR'S NOTES

TOPOGRAPHIC SURVEY
SANTA FE SPRINGS

PREPARED FOR:

EPD SOLUTIONS, INC.
2 PARK PLAZA, SUITE 1120
IRVINE, CA 92614

F.N.

For:

	F.B.
--	------

Sheet No.

5

OF 6 SHEET

FILE NO

840-07

EXHIBIT "C-2"

BILLBOARD ELEVATION



- A. MAXIMUM FACE SIZE: 14.49 IN. FEET IN DIMENSION (TOTAL 32 SQUARE FEET). SEVENTY TWO SQUARE FEET. THE FACES OF TWO SIDED ELECTRONIC BILLBOARDS SHALL BE IDENTICAL IN SIZE. (SHOW ON RENDERINGS).
- B. SCREENING: ALL EXPOSED PORTIONS OF ELECTRONIC BILLBOARDS, INCLUDING RACES, SIDES, UNDER AREAS, SUPPORT MEMBERS AND SUPPORT POSTS, SHALL BE SCREENED STATE SCREENING MATERIAL AND SUPPORT POSTS. IT WILL BE CORRUGATED B. DECKING ON THE BOTTOM OF THE SIGN AND FACED WITH PLATES ON OTHER SIDES.
- C. THE ANGLE BETWEEN THE FACES OF A V-SHARE ELECTRONIC BILLBOARD SHALL BE NO GREATER THAN 30 DEGREES. (STATE ON REVISED PLAN AND SHOW, IF POSSIBLE).
- D. THE UTILITIES OF EACH ELECTRONIC BILLBOARD SHALL BE UNDERGROUND. (STATE ON REVISED RENDERINGS).
- E. ELECTRONIC BILLBOARDS SHALL NOT EXCEED A MAXIMUM HEIGHT OF FIFTY FEET AS MEASURED FROM THE CENTER LINE OF THE NEAREST TRAVEL LANE OF INTERSTATE 605 TO THE TOP EDGE OF THE ELECTRONIC BILLBOARD. THE MAXIMUM HEIGHT OF THE ELECTRONIC BILLBOARD MAY EXTEND UP TO SIX FEET ABOVE 50' FOOT HEIGHT LIMIT. (PROVIDE ON REVISED PLANS).

FOR PROPOSED ELECTRONIC BILLBOARD BACK TO BACK SIGN
14'x48' LED BOARD AT BOTH FACES

PLANS PREPARED BY:		DATE:	SHEET
ENVIRONMENT PLANNING DEVELOPMENT		11/07/2022	
SOLUTIONS, INC.		SCALE:	
2 Peak Plaza, Suite 1120		PROJECT NO.	4
Irvine, CA 92614			6
(949) 734-1100			OF
			18-046

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 5.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's City Council agenda item to approve Agreement and adopt resolution of approval.	_____, 2022 provided Developer has fully executed the Agreement	Recitals
2. Effective Date of this Agreement.	30 days following City Council's adoption of resolution, or _____, 2022	N/A
3. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's adoption of resolution approving this Agreement	5.4
4. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit and an electrical permit. City agrees to any necessary building or electrical permits needed for Developer to acquire the Caltrans approvals. Developer agrees not to commence construction until it receives the applicable Caltrans approvals.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments.	
5. Developer to provide copy of Caltrans approval to City	Prior to commencing any inspections and work on the Development	5.3, 5.4
6. Developer to submit proof of insurance to City	Prior to commencing any inspections and work on the Development	8.1.2

7. Developer pays City annual (or quarterly, as applicable) installments of the Mitigation Fee.	Within three (3) business days of Effective Date for the Mitigation Fee for years 1-2 of the Term. For all subsequent years, quarterly installments commencing on the third Anniversary Date and on the first day of each quarterly period thereafter.	2.4
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It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 5.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

Attachment 3: Resolution No. 9831

**CITY OF SANTA FE SPRINGS
RESOLUTION NO. 9831**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING AN OPERATING AGREEMENT BY AND BETWEEN THE CITY OF
SANTA FE SPRINGS AND 605 INVESTMENTS LLC**

WHEREAS, the City's Zoning Ordinance, specifically Section 155.519 (F), requires the applicant of a billboard in the Interstate 605 corridor to have, in addition to a Development Plan Approval, an approved operating agreement; and

WHEREAS, a request was filed for Operating Agreement No. 02-2022 by and between the City of Santa Fe Springs and 605 Investment, LLC to install a 50-foot tall double-face electronic billboard on the east (northbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard; and

WHEREAS, the property owner is Santa Fe Members LP, Stadium Properties 17671 Cowan Avenue #125, Irvine, CA 92614; and

WHEREAS, the applicant is 605 Investments LLC, 2 S. View, Trabuco Canyon, CA 92679; and

WHEREAS, the City Council of the City of Santa Fe Springs has considered the operating agreement and the written reports, presented at the City Council Meeting on December 6, 2022, concerning Operating Agreement No. 02-2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HERBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Pursuant to Section 155.519 (F) of the City's Zoning Ordinance, the City Council shall consider the following findings in their review and determination of the subject Operating Agreement.

Finding 1: Compensation to the city.

This finding is supported by the following facts:

1. The developer and the City agree that an annual operating fee paid by the developer to the City would adequately mitigate all such potential impacts. The parties, therefore, agree that the developer shall pay an annual development fee to the City ("Operating Fee"). The initial Operating Fee for the Site shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00), and shall be increased in an amount equal to the Operating Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. For any calendar year of the Term, the "Alternative Mitigation Fee" shall be an amount equal to nine percent (9%) of the Gross Revenue made from the

digital displays on the Site during the preceding calendar year of the Term. If during any particular year of the Term the Alternative Mitigation Fee calculation is higher than the Operating Fee calculation with the 3% increase at the time of calculating the Revenue Report, the developer shall include along with the Revenue Report a payment corresponding to the Alternative Mitigation Fee. Notwithstanding, all fee-related criteria are outlined in Operating Agreement 02-2022.

Finding 2: The provisions of access to the city to a portion of the total available display time to allow the city to present messages of community interest and information, and public safety.

This finding is supported by the following facts:

1. Pursuant to Section 3.1 of the Operating Agreement, the developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. The developer shall place City-provided announcements, on a space-available basis, in one of the eight (8) display images in the current rotation of display images at any time.

Finding 3: The provisions of access to the appropriate agencies for the purpose of displaying "Amber Alert" messages and emergency-disaster communications.

This finding is supported by the following facts:

1. As mentioned in Section 3.2 of the Operating Agreement, the developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws. In addition, the developer shall make the advertising space on the Electronic Freeway Signs available to the City, and to other government agencies with the consent of the City, which consent shall not be unreasonably withheld, and without cost, on a space-available basis determined by the developer, for the purpose of displaying public-safety messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications, etc.).

Finding 4: To establish quality and maintenance standards.

This finding is supported by the following facts:

1. Such, maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing

maintenance by Developer of any access road to the New Electronic Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement, and repainting of the New Electronic Billboard's structures and displays as necessary to maintain such billboards in good condition and repair. Notwithstanding, all quality and maintenance-related criteria are outlined in Exhibit B (Scope of Development) of the Operating Agreement 02-2022.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this operating agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this operating agreement. The City Council hereby declares that it would have adopted this operating agreement and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and this Resolution shall be published as required by law and shall take effect as provided.

APPROVED AND ADOPTED this 6th day of December 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10J

December 6, 2022

CONSENT AGENDA

General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934

RECOMMENDATION(S)

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

BACKGROUND

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Raymond R. Cruz
City Manager

Attachment(s):

None



PUBLIC HEARING

Alcohol Sales Conditional Use Permit (CUP) Case No. 81

Request for approval of Alcohol Sales Conditional Use Permit Case No. 81 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of beer and wine at SCC Distribution Network located at 13620 Imperial Highway, Unit 3, within the Heavy Manufacturing (M-2) Zone. (SCC Distribution Network)

RECOMMENDATIONS

- Open the Public Hearing; and
- Receive any comments from the public wishing to speak on this matter, and thereafter close the Public Hearing; and
- Find that the applicant's ASCUP request meets the criteria set forth in §155.628 and §155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit; and
- Approve Alcohol Sales Conditional Use Permit Case No. 81, subject to the conditions of approval as contained within Resolution No. 9833; and
- Adopt Resolution No. 9833, which incorporates the City Council's findings and actions regarding this matter.

- A. Applicant: SCC Distribution Network
13620 Imperial Highway, Unit 3
Santa Fe Springs, CA 90670
- B. Property Owner: Trico Realty, Inc.
3100 Pullman Street, Suite A
Costa Mesa, CA 92626
- C. Subject Property: 13620 Imperial Highway, Unit 3
Santa Fe Springs, CA 90670
- D. Existing Zone: Heavy Manufacturing (M-2)
- E. General Plan: Industrial

BACKGROUND

SCC Distribution Network is an independently owned and operated craft beer distributor catering to the growing Latino craft beer market. SCC Distribution Network provides warehouse and distribution services to small businesses in the beer brewing industry that are getting started in beer crafting, and concurrently assisting them with marketing their craft with retail sellers.

SCC Distribution Network recently entered into a lease agreement with Trico Realty, Inc. to occupy a 1,000 square foot warehouse distribution facility within the 4.5 acre property commonly known as Trico-Imperial Business Park, located at 13620 Imperial Highway; SCC will occupy Unit 3.

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

In accordance with Section 155.628, SCC Distribution Network is requesting approval of Alcohol Sales Conditional Use Permit Case No. 81 to allow the operation and maintenance of an alcoholic beverage warehouse/distribution use. Concurrent with this request, the applicant is also in the preliminary review process with the State Alcohol Beverage Commission ("ABC") to obtain a Type 17 Beer Wholesaler license for the this location. Staff does not foresee that the ABC License will be denied to the applicant. Nevertheless, should ASCUP Case No. 81 be approved and the ABC license be denied, the applicant will have up to one-year to make alternative arrangements to satisfy ABC's requirements and obtain the necessary licenses, otherwise this Permit will become null and void pursuant to Section 155.811 of the City Code.

STREETS AND HIGHWAYS

The subject site has access from Imperial Highway, which is designated as a Major Industrial Highway on the Circulation Element of the City's General Plan.

ZONING AND LAND USES

The site, comprised of a single parcel of approximately 4.5-acres in size, is developed with 5-buildings with mixed uses that range from office activities to service providers such as lawnmower repairs, window tinting, a beauty trade school, and others. The business park is within the Heavy Manufacturing (M-2) Zone. The surrounding properties to the east, south, and west of the location are also within the M-2 Zone and developed with industrial type warehouse buildings and a self-storage facility. The properties to the north, across Imperial Highway, are within the Los Angeles County Unincorporated area and developed with single family dwelling units. Direct access to those dwelling units from Imperial Highway is not available and physically screened with concrete block walls.

LEGAL NOTICE OF PUBLIC HEARING

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

In compliance with SFSMC §155.863, legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500-feet of the exterior boundaries of the subject property. The legal notice was also posted within the Santa Fe Springs City Hall, Library, and Town Center Hall as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper.

ZONING ORDINANCE REQUIREMENTS

Section 155.628, regarding the warehousing, sale or service of alcoholic beverages, states the following:

"A Conditional Use Permit shall be required for the establishment, continuation or enlargement of any retail, commercial, wholesale, warehousing or manufacturing business engaged in the sale, storage or manufacture of any type of alcoholic beverage meant for on or off-site consumption. In establishing the requirements for such uses, the City Planning Commission and City Council shall consider, among other criteria, the following":

- a. **Conformance with parking regulations.** *The subject property was built in 1989 in accordance with the City's Development Standards. Upon completion of the 5-building development on the property, 209-parking spaces were provided. The property continues to maintain the full 209 on-site parking spaces.*
- b. **Control of vehicle traffic and circulation.** *The five buildings on the property share the parking area. Unobstructed on-site vehicular circulation is available within the entire business park. Three 26-foot driveways are provided off Imperial Highway for ingress and egress.*
- c. **Hours and days of operation.** *The applicant has noted that the hours of operation will be conducted Monday through Friday from 8:00 a.m. to 5:00 p.m.*
- d. **Security and/or law enforcement plans.** *A security plan will be required as part of the conditions of approval.*
- e. **Proximity to sensitive and/or incompatible land uses, such as schools, religious facilities, recreational or other public facilities attended or utilized by minors.** *The subject site is located approximately one-mile walking-distance to Los Altos Elementary in the unincorporated area of Los Angeles County and approximately two-mile walking-distance to St. Linus*

Catholic Church in Norwalk; the church maintains an elementary school. The facility will not be maintaining an on-site retail element at the location and all alcohol beverages will be stored in a bulk condition. Staff believes that the proposed alcoholic beverage use will have no impact to sensitive uses considering their distance from the proposed use.

- f. Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an area.** *The proposed alcoholic beverage use will not be permitted to have any on-site consumption or on-site retail sales. As a result, staff does not feel that the alcohol beverage activities will have any negative impacts and/or create or contribute an undesirable concentration of alcoholic beverages sales to the general area. Nevertheless, the closest "retail" establishment selling alcohol beverages is JR Liquor, approximately 380 yards from the subject site.*
- g. Control of noise, including noise mitigation measures.** *The subject use will operate as a warehouse/distribution facility and all activities will be conducted indoors. Noise control measures or mitigation measures to minimize noise are not foreseen as a requirement at this time. It should be noted that the City Code has in place maximum allowable ambient noise requirements, all land use activities are required to operate under those requirements.*
- h. Control of littering, including litter mitigation measures.** *As part of the Conditions of Approval and pursuant to the City's Property Maintenance Ordinance, the applicant is required to maintain the property free of all trash and debris.*
- i. Property maintenance.** *As part of the conditions of approval, the applicant is required to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.*
- j. Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.** *The subject proposed alcohol warehouse/distribution facility is a low-key operation providing alcoholic beverages to established businesses outside of Santa Fe Springs. Consequently, Staff does not foresee that the business or its respective activities will generate any of the listed public nuisances. Nevertheless, a compliance review will be conducted within the first year from the approval of this permit, and every five years thereafter. If any of the listed items occur, and if the applicant is unresponsive to address them, staff has the authority to*

initiate the revocation process as provided in Section 155.811 of the City Zoning Ordinance.

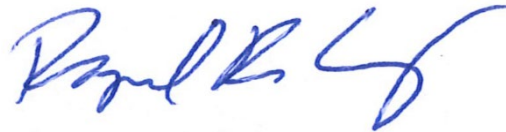
STAFF COMMENTS

Staff finds that the proposed alcohol beverage warehouse and distribution use will not have a negative impact to the overall general area and the proposed use is consistent with the warehouse/distribution activities already present in the general area. Moreover, Staff believes that the business, along with the alcohol warehouse/distribution activities, will also have minimal impacts if it operates in compliance with the City's Municipal Codes, Conditions of Approval, and with the Regulations imposed by ABC.

Staff is recommending approval of the Alcohol Sales Conditional Use Permit Case No. 81 as requested by the applicant, subject to the conditions of approval set forth herein. As part of the conditions of approval, Staff is recommending a compliance review report of this Permit within one year from the approval date by the City Council, and subsequent compliance reviews every five-years thereafter.

CONIDITONS OF APPROVAL

Conditions of Approval are attached to Resolution No. 9833 as "Exhibit A".

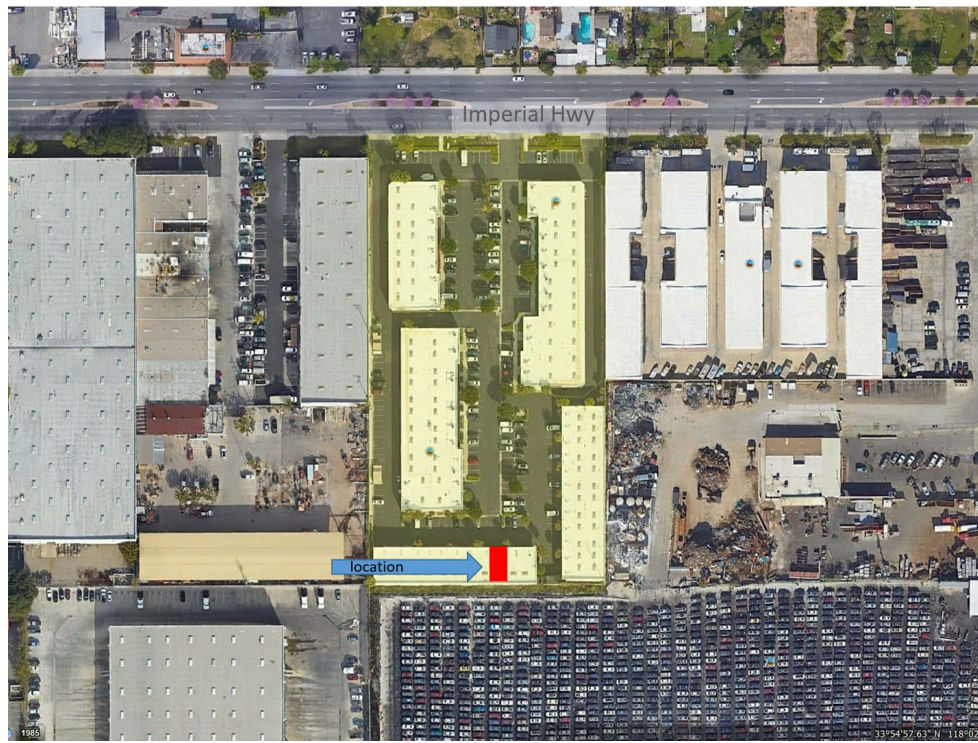


Raymond R. Cruz
City Manager

Attachment(s)

1. Location Map
2. Resolution No. 9833

Location Map



ALCOHOL SALES CONDITIONAL USE PERMIT CASE NO. 81

SCC Distribution Network
13620 Imperial Highway, Unit 3
Santa Fe Springs

RESOLUTION NO. 9833

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING ALCOHOL SALES CONDITIONAL USE PERMIT CASE NO. 81

WHEREAS, a request was filed for an Alcohol Sales Conditional Use Permit Case No. 81 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of alcoholic beverages at SCC Distribution Network, a new business located at 13620 Imperial Highway, Unit 3, within the Heavy Manufacturing (M-2) Zone; and

WHEREAS, the subject property is identified as Accessor's Parcel Number 8044-003-010, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owner is Trico Realty, Inc, 3100 Pullman Street, Suite A, Costa Mesa, CA; and

WHEREAS, the proposed request is categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law; and

WHEREAS, the City of Santa Fe Springs Department of Police Services published a legal notice in the *Whittier Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, at their Regular Meeting of November 14, 2022, the City of Santa Fe Springs Planning Commission considered the application, the written and oral staff report, the General Plan designation, and the Zoning designation of the subject property, the testimony by the applicant, and other materials concerning Alcohol Sales Conditional Use Permit Case No. 81; and

WHEREAS, at their Regular Meeting of November 14, 2022, the City of Santa Fe Springs Planning Commission received from the applicant and staff findings as required by Section 155.628 (listed on the accompanying Staff Report) and after their review of said findings determined that the proposed project will have a minimal to no adverse impact on the City or to the public in general; and

WHEREAS, at their Regular Meeting of November 14, 2022, the City of Santa Fe Springs Planning Commission unanimously voted to recommend to the City Council to approve Alcohol Sales Conditional Use Permit Case No. 81.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council of the City of Santa Fe Springs finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report to the Planning Commission, and Planning Commission Resolution No. 219-2022. The staff report provided the following subject matter: the background of the request, the general plan land use designation and zoning of the subject property and the surrounding area, the streets and highways, reference to the environmental document and the public hearing requirements. The referenced staff report and resolution are on file and copies are available upon request.
2. That Alcohol Sales Conditional Use Permit Case No. 81 satisfies the criteria provided in Section 65090-65091 of the State Planning, Zoning and Development Laws as it pertains to Public Hearings.

SECTION 2. The City Council of the City of Santa Fe Springs further finds as follows:

Pursuant to Section 155.628 of the Zoning Regulations, the City Council has considered the criteria in approving Alcohol Sales Conditional Use Permit Case No. 81 and finds that the proposed use will not be detrimental to persons or property in the immediate vicinity and will have minimal to no adverse effect on the City in general.

SECTION 3. Based on the application, the written and oral staff report, the testimony, written comments, the Planning Commission's recommendation for approval, and/or other materials presented at the City Council Meeting and the findings made by the City Council, the City Council hereby adopts Resolution No. 9833 to approve Alcohol Sales Conditional Use Permit Case No. 81, subject to the conditions of approval hereby attached as "Exhibit A".

APPROVED AND ADOPTED this 6th day of December, 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Annette Rodriguez, Mayor

ATTEST

Janet Martinez, CMC, City Clerk

Exhibit A
Conditions of Approval for
Alcohol Sales Conditional Use Permit Case No. 81

CONDITIONS OF APPROVAL

1. That if the State Alcohol Beverage Commission (ABC) does not grant the applicant's request for an Alcohol Sales License to 13620 Imperial Highway, Unit 3, the Applicant will be provided one-year to reapply otherwise this Permit will become null and void.
2. That the building, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
3. That the applicant shall be responsible for maintaining control of litter, debris, boxes, pallets and trash on the subject property, and shall implement a daily clean-up program to maintain his leased area clean and orderly.
4. That alcoholic beverages shall not be sold to the general public from the subject site.
5. That is shall be unlawful to maintain on the premises any alcoholic beverages other than the alcohol beverages which the licensee is authorized to store and/or distribute under their Type 17 license (Beer and Wine Wholesaler).
6. That alcoholic beverages shall be shipped to the Applicant's customer by the use of commercial trucks and/or licensed commercial transportation companies and not by passenger-type vehicles or domestic type vehicles.
7. That the required off-street parking areas shall not be encroached on, reduced or used for outdoor storage of trucks, trailers, equipment or any other related material. Overnight parking of trucks and trailers associated with the business are exempt from this condition.
8. That the applicant and/or his employees shall prohibit the public consumption of alcoholic beverages on the subject property at all times.
9. That this permit is contingent upon the approval by the Department of Police Services of a security plan that, within thirty (30) days of the effective date of this approval, shall be submitted by the applicant and shall address the following for the purpose of minimizing risks to the public health, welfare and safety:

- (A) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems and site plan layouts;
 - (B) A description of how the permittee plans to educate employees on their responsibilities, actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of the law or this Conditional Use Permit occurring on the subject premises and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare and safety.
10. That the applicant shall, at all times, maintain in working order an alarm system and/or service that notifies the Whittier Police Department immediately if a breach occurs.
 11. That the owner, corporate officers and managers shall cooperate fully with all City officials, law enforcement personnel, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
 12. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another party or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell or sublease.
 13. That Alcohol Sales Conditional Use Permit Case No. 81 shall be subject to a compliance review in one (1) year from the date the City Council approves this permit, and subsequent compliance reviews every five-years thereafter, to ensure that the business and its related alcohol sales activity is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
 14. That before taking occupancy of the premises, the Applicant shall obtain a valid Business Operations Tax Certificate (business license) from the Santa Fe Springs Department of finance. To obtain an application, contact Claribel Catalan at (562) 868-0511.
 15. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan as submitted under Condition No. 9 and all other applicable regulations shall be strictly complied with.

16. That Alcohol Sales Conditional Use Permit Case No. 81 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
17. That it is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be subject to the revocation process pursuant to Sections 155.810-155.814 of the Santa Fe Springs Municipal Code.



PUBLIC HEARING

Introduction Of Ordinance No. 1116 Amending Section 150.001 (Building Code Adopted) of Chapter 150 (Building Regulations) of the Municipal Code by adopting by reference the 2023 Edition of the Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) and Existing Building Codes (Title 33)

RECOMMENDATION(S):

- Read by title only, waive further reading and introduce Ordinance No. 1116; and
- Make the determination that this action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under the general rule contained in Section 1506(b)(3) and Public Resource Code Section 21080(b)(15).

BACKGROUND

The California Health and Safety Code requires that local jurisdictions maintain and update the codes which govern construction within the State. This means that local jurisdictions must adopt ordinances to impose the same building standards as are contained in the California Building Standards Code, with the exception that they may establish building standards that are more restrictive and that are reasonably necessary due to one of the following three conditions: local climatic, geological, and/or topographical conditions.

The State recently adopted the 2022 Edition of the California Building Standards Code (hereinafter referred to as "State Code"), which includes the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Green Building Codes, etc. Subsequently, to meet the California Health and Safety Code requirements, the County of Los Angeles recently adopted (by reference) the State Code. The County, however, adopted several amendments found to be reasonably necessary due to local topographical, geological, and/or climatic conditions. Attachment "A" of Ordinance No. 1116 provides a summary chart of the amendments to the State Code, and applicable findings and explanations for each amendment.

The primary source for the County amendments to the State Code has been the Los Angeles Basin Chapter of the International Code Council, which represents 88 Cities and the County of Los Angeles. The Los Angeles Basin Chapter took the lead in reviewing the 2022 California Building, Residential, and Green Building Standards Codes and previous amendments that were developed by the Los Angeles Regional Uniform Code Program in 2019 to determine which amendments are essential for our region based on our specific needs. This effort ensures conformity and

consistency among all local jurisdictions that will help designers, developers, and the public at large in having one set of local amendments.

PROPOSED CHANGES

At this time, in order for the City of Santa Fe Springs to be in compliance with State Law and provide the most current review services for building construction, it is recommended that the City Council adopt Ordinance No. 1116, and amend the City Code by adopting by reference the 2023 Edition of the Los Angeles County Building Code (Title 26) excluding County amendments to Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings) and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced masonry Bearing Wall Buildings), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) and Existing Building Codes (Title 33), except as to the establishment of fees.

To affectively adopt the 2023 Edition of Los Angeles County Code by reference, the City must amend subsection (A) of Section 150.001 of the Municipal Code to read as follows:

(A) There are hereby adopted, as the building laws of the city, by reference the following:

- 1) The ~~2020~~ **2023** Edition of the Los Angeles County Building Code, as set forth in Los Angeles County Code, Title 26, excluding Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) and except as to the establishment of fees.
- 2) The ~~2020~~ **2023** Edition of the Los Angeles County Electrical Code, as set forth in the Los Angeles County Code, Title 27, except as to the establishment of fees.
- 3) The ~~2020~~ **2023** Edition of the Los Angeles County Plumbing Code, as set forth in the Los Angeles County Code, Title 28, except as to the establishment of fees.
- 4) The ~~2020~~ **2023** Edition of the Los Angeles County Mechanical Code, as set forth in the Los Angeles County Code, Title 29, except as to the establishment of fees.
- 5) The ~~2020~~ **2023** Edition of the Los Angeles County Residential Code, as set forth in the Los Angeles County Code, Title 30, except as to the establishment of fees.
- 6) The ~~2020~~ **2023** Edition of the Los Angeles County Green Building Standard Code, as set forth in the Los Angeles County Code, Title 31,

~~excluding County of Los Angeles amendments to CALGreen Code and~~
except as to the establishment of fees.

- 7) The ~~2020~~ **2023** Edition of the Los Angeles County Existing Building Codes, as set forth in the Los Angeles County Code, Title 33, except as to the establishment of fees.

Similar to past adoption, staff continues to recommend that the County amendments to Chapter 94 (repair welded steel moment frame buildings), Chapter 95 (earthquake hazard reduction for existing concrete tilt-up buildings), and Chapter 96 (earthquake hazard reduction for existing unreinforced masonry bearing wall buildings) be excluded. If adopted, said amendments would institute mandatory repair and retrofit programs as contained in Title 26 of the Los Angeles County Code. These programs would require repair or retrofit of both existing city and privately-owned buildings.

As mentioned previously, a summary chart of all amendments to the State Code, and applicable findings and explanations for each amendment is provided in Attachment “A” – Summary of Changes. Since the changes merit individual attention, it should be noted that the summary is not designed to be an in-depth study of the changes, but rather to direct the reader to the areas of change.

LEGAL REVIEW

The City Attorney’s Office has reviewed the proposed ordinance (Ordinance No. 1116) amending Section 150.001 (Building Code Adopted) of Chapter 150 (Building Regulations) of the City’s Municipal Code.

ENVIRONMENTAL REVIEW

An amendment to the City’s Code to adopt the 2023 Edition of Los Angeles County Code Title 26 (Building), Title 27 (Electrical), Title 28 (Plumbing), Title 29 (Mechanical), Title 30 (Residential), Title 31 (Green Building Standards), and Title 33 (Existing Building Codes), to comply with the California Health and Safety Code requirements is considered to be a statutorily exempt project by the State Legislature, pursuant to the Public Resource Code Section 21080(b)(15) and pursuant to State CEQA Guidelines Section 15061 (b)(3). Consequently, the project is not subject to any CEQA procedures or policies and, therefore, no other environmental documents are required by law.

IMPACTS

The benefit of adopting the 2023 Edition of the Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes is that it will provide building inspectors/officials and plan examiners with further clarification of the intent and the applicability of the California Building Code when presented with a variety of construction issues. Additionally, the proposed amendment by Los Angeles County helps minimizes differences in Code

language and interpretation within the region, thereby assisting the local construction industry by unifying and streamlining the permitting process.

Although some training is required to ensure that building inspectors/officials and plan examiners are familiar with the changes, the cost to provide the necessary code updates and related training is already pre-funded through existing construction-related plan review and permit revenues. There are no proposed changes to the current fees charged for obtaining permits or inspections relating to the proposed Code changes.

Potential increase in construction cost, however, may occur for new construction and for major rehabilitation of buildings relative to the proposed code changes. Those potential cost increases, however, would be offset by the savings realized through efficiency improvements and through mitigating property damage and loss.



Raymond R. Cruz
City Manager

Attachment:

Proposed Ordinance No. 1116

ORDINANCE NO. 1116

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 150.001 (BUILDING CODE ADOPTED) OF CHAPTER 150 (BUILDING REGULATIONS) OF THE MUNICIPAL CODE ADOPTING BY REFERENCE, THE 2023 EDITION OF THE LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), AND EXISTING BUILDING CODES (TITLE 33)

WHEREAS, the City of Santa Fe Springs utilizes the Los Angeles County Codes as the building laws of the City of Santa Fe Springs, except as they relate to establishing fees; and

WHEREAS, the County of Los Angeles has amended Title 26, Title 27, Title 28, Title 29, Title 30, Title 31, and Title 33 of the Los Angeles County Code by adoption of the California Building Code (2022 Edition), the California Electrical Code (2022 Edition), the California Plumbing Code (2022 Edition), the California Mechanical Code (2022 Edition), the California Residential Code (2022 Edition), California Green Standards Code (2022 Edition), California Existing Building Codes (2022 Edition) and

WHEREAS, in addition to excluding the establishment of fees, the City will continue to exclude Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) from the County Building Code amendments; and

WHEREAS, The City Council of the City of Santa Fe Springs desires to adopt by reference the County of Los Angeles Building, Electrical, Plumbing, Mechanical, Residential, Green Standards and the Existing Building Codes, which Los Angeles County adopted by reference to the California Building Code (2022 Edition), the California Electrical Code (2022 Edition), the California Plumbing Code (2022 Edition), the California Mechanical Code (2022 Edition), the California Residential Code (2022 Edition), California Green Standards Code (2022 Edition), California Existing Building Codes (2022 Edition), and amended based on findings that the amendments are reasonably necessary; and

WHEREAS, the City Council of the City of Santa Fe Springs finds that proposed changes and modifications, made by the County of Los Angeles, to the building standards contained in the 2022 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Code, and Existing Building Codes are reasonably necessary due to local climatic, geological, and/or topographical

conditions. A summary chart of all amendments to the State Code, as well as applicable findings and explanations for each amendment is provided in Attachment "A" – Summary of Changes; and

WHEREAS, California Health and Safety Code Sections 17958 et seq., and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by expressed findings that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City held a public hearing on December 6, 2022 (first reading), at which time all interested persons were provided the opportunity to appear and be heard on the matter of adopting the 2023 Edition of the Los Angeles County Code, Title 26, 27, 28, 29, 30, 31 and 33, as amended herein; and

WHEREAS, an amendment to the City's Code to adopt the 2023 Edition of Los Angeles County Code Title 26 (Building), Title 27 (Electrical), Title 28 (Plumbing), Title 29 (Mechanical), Title 30 (Residential), Title 31 (Green Building Standards), and Title 33 (Existing Building Codes), is considered to be a statutorily exempt project by the State Legislature, pursuant to the Public Resource Code Section 21080(b)(15) and pursuant to State CEQA Guidelines Section 15061 (b)(3); and

WHEREAS, in the event of any conflict between any provision of this Ordinance and any other provision in the City Code, this Ordinance shall prevail.

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

SECTION 1. Subsection (A) of Section 150.001 Building Laws Adopted of the City's Municipal Code is revised to read as follows:

- (A) There are hereby adopted, as the building laws of the city, by reference the following:
- 1) The 2023 Edition of the Los Angeles County Building Code, as set forth in Los Angeles County Code, Title 26, excluding Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) and except as to the establishment of fees.
 - 2) The 2023 Edition of the Los Angeles County Electrical Code, as set forth in the Los Angeles County Code, Title 27, except as to the establishment of fees.

- 3) The 2023 Edition of the Los Angeles County Plumbing Code, as set forth in the Los Angeles County Code, Title 28, except as to the establishment of fees.
- 4) The 2023 Edition of the Los Angeles County Mechanical Code, as set forth in the Los Angeles County Code, Title 29, except as to the establishment of fees.
- 5) The 2020 Edition of the Los Angeles County Residential Code, as set forth in the Los Angeles County Code, Title 30, except as to the establishment of fees.
- 6) The 2020 Edition of the Los Angeles County Green Building Standard Code, as set forth in the Los Angeles County Code, Title 31, excluding County of Los Angeles amendments to CALGreen Code and as to the establishment of fees.
- 7) The 2020 Edition of the Los Angeles County Existing Building Codes, as set forth in the Los Angeles County Code, Title 33, except as to the establishment of fees.

SECTION 2. With respect to the codes adopted by reference herein, the City Council hereby makes the express finding that the modifications and changes contained therein are needed, pursuant to the provisions of Section 17958 and 18941.5 of the Health and Safety Code of the State of California. The City Clerk is directed to transmit a copy of this ordinance to the Department of Housing and Community Development of the State of California.

PASSED AND ADOPTED this ____ day of _____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

ATTACHMENT A

Summary of Changes

TITLE 26, BUILDING CODE, 2023 EDITION
TITLE 27, ELECTRICAL CODE, 2023 EDITION
TITLE 28, PLUMBING CODE, 2023 EDITION
TITLE 29, MECHANICAL CODE, 2023 EDITION
TITLE 30, RESIDENTIAL CODE, 2023 EDITION
TITLE 31, GREEN BUILDING STANDARDS CODE, 2023 EDITION
TITLE 33, EXISTING BUILDING CODES, 2023 EDITION

The 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes will be comprised of the 2022 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, respectively, and the Los Angeles County amendments made necessary by local conditions (topographical, geological, and/or climatic) within the County, excluding County amendments to Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings) and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced masonry Bearing Wall Buildings) and except as to the establishment of fees.

The primary source for the County amendments to this code has been the Los Angeles Basin Chapter of the International Code Council, which represents 88 Cities and the County of Los Angeles. The Los Angeles Basin Chapter took the lead in reviewing the 2022 California Building, Residential, and Green Building Standards Codes and previous amendments that were developed by the Los Angeles Regional Uniform Code Program in 2019 to determine which amendments are essential for our region based on our specific needs. This effort ensures conformity and consistency among all local jurisdictions that will help designers, developers, and the public at large in having one set of local amendments.

In adopting the ordinances and regulations pursuant to Sections 17958 and 18941.5 of the Health and Safety Code, the County of Los Angeles and/or the City of Santa Fe Springs is authorized to make changes and modifications to the requirements contained in the provisions published in the California Building Standards Code after making an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. Following is a summary of the general and specific substantial evidence of our local findings in support of the proposed amendments.

TOPOGRAPHICAL CONDITIONS:

Topography is defined as the physical features of the land, especially its landform measured in relief and contour. The entire County of Los Angeles, which includes

the City of Santa Fe Springs, contains coastal regions, deserts and steep hillside terrain. The majority of the 4,011 square miles of County area drains to the Pacific Ocean through a series of incised valleys with steep canyon walls and flat alluvial plains. These canyons are subject to severe cycles of wildfires and flash flood, landslide, and potential liquefaction.

Ground conditions such as the movement of surface and subsurface water, weathering, wind and seismic activity are the geologic systems constantly operating on and within the earth. Individually, these processes are significant and are often interrelated. Hence, topography may be the result of a composite of processes. The intensity and importance of these many geologic processes in any specific area is dependent upon several factors: geographic location, climate, elevation, earth materials and composition, and time. Varying combinations of these factors can create totally different topography.

GEOLOGICAL CONDITIONS:

The entire County of Los Angeles, which includes the City of Santa Fe Springs, is interlaced with numerous earthquake faults, including the San Andreas Fault, which runs through, adjacent to and beneath the entire region. Categorized as Seismic Design Categories D, E and F, Los Angeles County is considered to be one of the most seismically active areas in the world. Seismic experts predict a massive earthquake on one of these faults within the next 25 years and several earthquakes similar in intensity to the 1994 Northridge Earthquake. Intense ground-shaking resulting from these potential earthquakes could significantly damage buildings, roadways, and utilities. In addition, landslides could be triggered in populated hillside areas, endangering lives and property. Because of local high groundwater combined with certain soil conditions, liquefaction is also a potential hazard in heavily urbanized areas. This dangerous combination can turn normally stable soils to quicksand during a moderate to major earthquake. Recently released maps by the California Geological Survey depict numerous areas within this region with a potential for liquefaction and earthquake-induced landslides.

It is known that future earthquakes will pose unusual and extraordinary stresses on buildings and structures requiring more stringent building regulations than would otherwise be required. Past seismic events have resulted in broken water lines making fire fighting more difficult, and broken gas lines and electric lines making it more likely that high risk fires will break out.

Although the Northridge Earthquake was considered a moderate size earthquake, it caused tremendous damage to buildings and structures, including minor damage to more than 115,000 buildings, moderate to major damage to more than 3,000 buildings, and the vacating of about 21,000 residential units including 2,000 homes.

In order to reduce the loss of life, limb, and property, the County requires that building designs and construction materials and techniques be commensurate with the expected level of ground shaking in a major earthquake. These requirements are based on site-specific soils and geologic conditions, as well as on the level of risk associated with potential damage to the buildings. Once environmental protection policies are met, design and construction techniques are regulated according to the most recent State of California Building, Electrical, Plumbing, Mechanical and Residential Codes, in addition to the increased requirements as deemed necessary by local jurisdictions to reduce geologic and seismic risks to acceptable levels.

CLIMACTIC CONDITIONS:

Climatic events in Los Angeles County, which includes the City of Santa Fe Springs, continue to have a short and long-term impact on building requirements. For example, damage and injuries related to El Nino type storms, drought and fires have driven changes to the building codes. These changes were based on lessons learned from these events and were developed to lessen the impact of the next climatic event.

The topography of Los Angeles County is diverse. It encompasses the islands of Santa Catalina, 35 miles offshore in the Pacific Ocean, the broad expanses of the Los Angeles basin and the San Fernando Valley, the Santa Monica Mountains that reach over 3,000 feet, the San Gabriel Mountains that exceed 10,000 feet, and the dry and sparsely populated Antelope Valley of the Mojave Desert.

Los Angeles County's climate is greatly affected by topography. Like the terrain, the climate of Los Angeles County is one of extremes. The complex coastal topography and mountainous regions, for example, can induce heavy precipitation. The mountain and foothill areas create special weather conditions. Moist air masses move inland from the Pacific and are cooled as they meet and rise over the mountains. This cooling produces heavy rainfalls on the windward slopes, known as the orographic effect.

Some of the heaviest 24-hour precipitation totals ever reported in the entire state of California were recorded in these local mountains. Over 26 inches of rain fell in just 24 hours in the San Gabriel Mountains in 1943. In fact, in 1998, the U.S. Department of Commerce estimated that the maximum probable 24-hour precipitation is over 48 inches for the mountain ranges of Los Angeles County. This type of precipitation makes floods more likely.

The entire County of Los Angeles, including the City of Santa Fe Springs, has a distinct wet season. Floods are more frequent during this season. When a very wet winter follows several dry ones, severe flooding can occur. This creates severe hazards from mud and debris flows. Documented debris avalanches have occurred in Los Angeles County during at least 9 rainy seasons since 1915.

Wind is another complex climatic condition affecting Los Angeles County. Wind is a major factor affecting the size of wildfires. Specifically, the Santa Ana Winds occurring in late summer and early fall, compress air through mountain gaps into the Los Angeles Basin, warming the area by five degrees Fahrenheit for every 1,000 feet that it descends. These winds become hot and dry and reach gale force when descending into the basin. These winds in conjunction with topography create areas within Los Angeles County such as Malibu that have the highest levels of fire activity in the entire country.

Finally, lack of precipitation is another climatic condition found in Los Angeles County. Drought conditions from 1975 through 1977 caused agricultural damage and proliferated wildfires and landslides and thereby ushered in the era of low-flow water fixtures and natural landscaping as mandated in the County's building code.

CONCLUSION:

The diverse geology, topography, and climate conditions found in the County of Los Angeles, which includes the City of Santa Fe Springs, present a severe potential for geotechnical, geologic, flood and fire hazards to name a few. These features require the County of Los Angeles and/or City of Santa Fe Springs to adopt more stringent and specific standards than are included in the State Code to address the potential risks in the built environment.

The proposed County amendments to the State Code are based on specific findings and determinations (see table below):

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
106.3.2, Item 2	Administrative Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance. This existing local enforcement provision limits the height of fences built without a permit in order to reduce the chance of failure of fences that may be built improperly. Because fences that are exempt from permits are constructed without the benefit of inspection to verify that proper construction methods are used, it has been observed that fences are commonly built without proper footings and/or reinforcement, which causes leaning and collapse of the fence.

Code Section	Condition	Explanation of Amendment
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1031.2.1	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from

Code Section	Condition	Explanation of Amendment
		being trapped in a building and to allow rescue workers to easily enter after an earthquake.
Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.5 and 1613.5.1	Geological	Observed damages to one- and two-family dwellings of light frame construction after the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lesson learned from studies after the Northridge Earthquake, the proposed modification to ASCE 7-16, Section 12.2.3.1, Exception 3, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.5.2	Geological	A joint Structural Engineers Association of Southern California (SEAOSC), Los Angeles County and Los Angeles City Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was concluded at that time that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, there was a need to limit subdiaphragm allowable shear loads to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force while taking into consideration the improved performances and standards for diaphragm

Code Section	Condition	Explanation of Amendment
		<p>construction today, this proposal increases the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75% of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf and is deemed appropriate and acceptable. Due to the frequency of this type of failure during the past significant earthquakes, various jurisdictions within the Los Angeles region have taken this additional step to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.</p>
1613.5.3	Geological	<p>The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, police, and fire stations from adjoining structures. The proposal to omit the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.</p>
1613.6	Geological Topographical	<p>Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the greater Los Angeles/Long Beach region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.</p>

Code Section	Condition	Explanation of Amendment
1613.7	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The proposed modification requiring safe design and construction requirements for ceiling suspension systems to resist seismic loads is intended to minimize the amount of damage within a building and therefore needs to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Building Code.
1704.6	Geological Administrative	The language in section 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in section 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex

Code Section	Condition	Explanation of Amendment
		structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.13	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.13, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception

Code Section	Condition	Explanation of Amendment
		should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of

Code Section	Condition	Explanation of Amendment
		failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1807.2	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1807.3.1	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are

Code Section	Condition	Explanation of Amendment
		not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the

Code Section	Condition	Explanation of Amendment
		SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California

Code Section	Condition	Explanation of Amendment
		<p>region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.</p>
1905.1	Geological	<p>This amendment is intended to carry over critical provisions for the design of concrete columns in moment frames from the legacy 1997 Uniform Building Code. Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the legacy 1997 Uniform Building Code a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls in being included in the seismic load resisting system, since their failure could have catastrophic effect on the building. Furthermore, this amendment was incorporated in the code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs have been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick topping slab to prevent buckling of such reinforcements. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
1905.1.7	Geological	This amendment requires minimum reinforcement

Code Section	Condition	Explanation of Amendment
		<p>in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
1905.1.8 through 1905.1.11	Geological	<p>These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2304.10.2 and Table 2304.10.2	Geological	<p>Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic</p>

Code Section	Condition	Explanation of Amendment
		<p>forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2304.10.3.1	Geological	<p>The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment</p>

Code Section	Condition	Explanation of Amendment
		adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.2.8	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood

Code Section	Condition	Explanation of Amendment
		<p>framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
<p>2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2</p>	<p>Geological</p>	<p>The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E, and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the greater Los Angeles/Long Beach region have taken extra measures to maintain the</p>

Code Section	Condition	Explanation of Amendment
		structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.6.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B, or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.6.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994

Code Section	Condition	Explanation of Amendment
		Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2308.6.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
3115; Table 3115.8.5.3	Climatic, Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the recent 1994 Northridge Earthquake. The region is further impacted by construction of buildings and structures utilizing traditional construction materials that impact the amount of energy, air quality, greenhouse gas emission and construction waste in the area. The proposed amendment addresses structural design requirements specific to intermodal shipping containers, reduce environmental impact of unused and unrecycled intermodal shipping containers, and increase sustainability by reducing consumption of traditional construction materials. The proposed modification needs to be incorporated into the code to assure that new buildings and additions to existing buildings

Code Section	Condition	Explanation of Amendment
		utilizing intermodal shipping containers are designed and constructed in accordance with the scope and objectives of the California Building Code and California Green Building Standards Code
Appendix C	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various agricultural and animal husbandry establishments. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation, particularly the rural areas, which are often used for agricultural purposes. Furthermore, the greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the need for agricultural buildings to perform appropriately in the County due to its geology and climate, adoption of building standards for such structures is required.
Appendix H	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The Los Angeles region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. In addition, weather events occur seasonally with high winds such as the Santa Ana Winds. Due to the need for signs to perform well in the County due to its climate and geology, adoption of building standards for signs is required.
H103.1	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that

Code Section	Condition	Explanation of Amendment
		signs are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H103.2	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that sign projections and clearances are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H104.1	Geologic, Voluntary appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance, which is directly proportional to the weight of a structure. By adding the weight of a sign to the identification placard, it will improve the ability to provide structural verification in the event of damage or future modifications.
H105.1	Administrative, Voluntary appendix	The amendment provides a cross reference to Chapter 24 for user convenience.
H106.1, H106.2	Administrative, Voluntary appendix	This change corrects a call out from the model electrical code to the relevant local electrical code and clarifies that a separate electrical permit is required for user convenience.
H110.1	Climatic, Voluntary appendix	Due to the potential for severe local weather conditions with torrential rain, it is necessary to clarify that no portions of the roof sign and supporting members may interfere with proper roof drainage to prevent the potential for roof collapse due to water accumulation.
H116	Climatic,	Due to the potential for severe local weather with

Code Section	Condition	Explanation of Amendment
	Voluntary appendix	high speed winds and hot, dry conditions, it is necessary that the most recent test standards as specified in Chapter 35 are adopted in lieu of the older test standards specified in Section H116. This ensures that the risk from fires is minimized.
J101.1 to J101.9	Geological Topographical Climatic	Sections revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J101.10	Geological Topographical Climatic	Section revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climatic	Sections revised to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J104.2.1 – J104.4	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J105.1- J105.14	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J106.1	Geological Topographical Climatic	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.1- J107.7	Geological Topographical Climatic	Sections revised to provide more stringent fill requirements for slope stability and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.

ELECTRICAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
220.41	Climatic	The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use, with minimal need for additional construction and modification of the existing electrical system.

PLUMBING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Sections 601.2.3	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.

Code Section	Condition	Explanation of Amendment
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.

Code Section	Condition	Explanation of Amendment
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Appendix S	Climatic	To establish requirements for solar thermal energy systems based on provisions in the Uniform Solar, Hydronics and Geothermal Code (USHGC), which is developed by the International Association of Plumbing and Mechanical Officials. The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. Standards to regulate the installation of solar thermal energy systems will facilitate safe and efficient installations of these systems to improve local air quality, thereby improving the health of the County's residents, businesses and visitors.

MECHANICAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.7.1.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D ₀ , D ₁ , D ₂ , or E that are subject to a greater level of seismic forces, the requirement to have

Code Section	Condition	Explanation of Amendment
		<p>a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.</p>
R301.1.5	Geological Topographical	<p>Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.</p>
R301.2.2.6	Geological	<p>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the 2022 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to</p>

Code Section	Condition	Explanation of Amendment
		maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as

Code Section	Condition	Explanation of Amendment
		new buildings.
R337.1.3	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated,

Code Section	Condition	Explanation of Amendment
		<p>encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.</p>
R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	<p>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.</p>
R404.2	Climatic Geological	<p>No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and</p>

Code Section	Condition	Explanation of Amendment
		protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.
R501.2	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and

Code Section	Condition	Explanation of Amendment
		limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.
R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in

Code Section	Condition	Explanation of Amendment
		<p>accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.</p>
Table R602.10.3(3)	Geological	<p>Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster, or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.</p>
Table R602.10.4	Geological	<p>3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear</p>

Code Section	Condition	Explanation of Amendment
		panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region

Code Section	Condition	Explanation of Amendment
		have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.1 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D ₀ , D ₁ , or D ₂ , or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls helps to improve the seismic

Code Section	Condition	Explanation of Amendment
		performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.6.
R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
Appendix AZ AZ101.1, AZ102.1, AZ103.1, AZ103.4, AZ107.1	Administrative, Voluntary Appendix Climatic Geologic Topographical	Adoption of this appendix is necessary because strict compliance with state and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis or other emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
AZ106.1	Climatic, Voluntary Appendix	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
AZ110.1.1, AZ110.1.2	Administrative, Voluntary Appendix	These sections are simply a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are

Code Section	Condition	Explanation of Amendment
		requested, see prefatory language in this Section.
AZ110.3	Climatic, Voluntary Appendix	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

GREEN BUILDING STANDARDS CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
301.1, 301.1.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for all residential additions and alterations, and for residential buildings of seven stories or greater in height, will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
301.3, 301.3.3	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
4.106.4.1, 4.106.4.1.1,	Climatic	The County of Los Angeles is a densely populated area with elevated levels of

Code Section	Condition	Explanation of Amendment
4.106.4.2, 4.106.4.2.1, 4.106.4.2.2, 4.106.4.2.3		greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses, and visitors.
4.106.5	Climatic and Topographic	The County of Los Angeles is a densely populated area having residential buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
4.106.6, 4.106.6.1, 4.106.6.2, 4.106.6.3, Table 4.106.6(1) Table 4.106.6(2)	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for residential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
5.106.3	Climatic and Topographic	The County of Los Angeles is a densely populated area having buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
Table 5.106.5.3.1	Climatic	The County of Los Angeles is a densely populated area with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise

Code Section	Condition	Explanation of Amendment
		pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses, and visitors.
5.106.11, 5.106.11.1, 5.106.11.2, 5.106.11.3, Table 5.106.11	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for nonresidential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
A5.601.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.

EXISTING BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
302.6.1 to 302.6.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.7	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.
A401.2	Geologic, Administrative, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures.
A404.1	Administrative, Geologic, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures. Due to these factors, the County requires a licensed architect or engineer stamp and approval of the construction documents.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

December 6, 2022

NEW BUSINESS

Residential Alley Improvements (Terradell Street to Bartley Avenue)

RECOMMENDATION

- Add Residential Alley Improvements (Terradell Street to Bartley Avenue) project to Capital Improvement Plan (CIP); and
- Appropriate \$555,000 from Utility User Tax (UUT) Capital Improvement Funds to the Residential Alley Improvements (Terradell Street to Bartley Avenue) project.

BACKGROUND

At the October 25, 2022, CIP Subcommittee Meeting, the subcommittee recommended adding the Residential Alley Improvements (Terradell Street to Bartley Avenue) project to the Capital Improvement Plan (CIP).

The Residential Alley Improvements (Terradell Street to Bartley Avenue) project encompasses the boundaries from Terradell Street to Bartley Avenue. The project consists of the removal of 3 inches of existing asphalt concrete pavement, the placement of 3.5 inches of fiber reinforced asphalt concrete pavement over 4 inches of crushed miscellaneous base (CMB) and point locations of the removal and replacement of concrete ribbon gutter. The new paving section will support the heavy repetitive loads and increase pavement service life.

The construction cost estimate for the Residential Alley Improvements (Terradell Street to Bartley Avenue) project is \$364,000. The total estimated project cost including construction, engineering and inspection, and contingency is \$555,000. This estimate is from the most current costs of similar street rehabilitation projects in the area.

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 364,000
Design	\$ 65,000
Engineering	\$ 26,500
Inspection	\$ 26,500
Contingency	\$ <u>73,000</u>
Total Construction Cost:	\$ 555,000

FISCAL IMPACT

The Residential Alley Improvements (Terradell Street to Bartley Avenue) project has a total estimated cost of \$555,000 and will be funded by Utility Users Tax (UUT) Capital Improvement Funds.

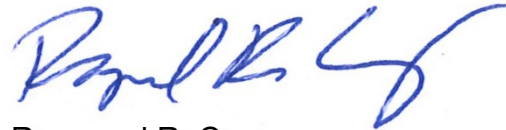
Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN", is written over the printed name of Noe Negrete.

Date of Report: December 1, 2022

INFRASTRUCTURE IMPACT

The Residential Alley Improvements (Terradell Street to Bartley Avenue) Project will improve the structural condition of the existing alley, enhance operational safety and reduce maintenance costs moving forward.



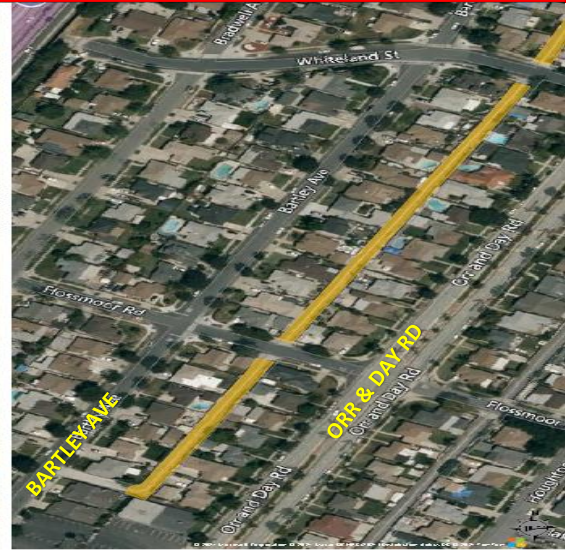
Raymond R. Cruz
City Manager

Attachments:

1. Fact Sheet for Residential Alley Improvement (Terradell St to Bartley Ave)

Insert Project Name:
Please insert photos:

EXHIBIT 1 - RESIDENTIAL ALLEY IMPROVEMENT - (TERRADELL ST TO BARTLEY AVE)



Please provide a description of the project:

The Alley Improvement project encompasses the boundaries from Terradell St to Bartley Ave. The project consists of the removal of 3 inches of existing asphalt concrete pavement, the placement of 3.5 inches of fiber reinforced asphalt concrete pavement over 4 inches of crushed miscellaneous base (CMB) and point locations of the removal and replacement of concrete ribbon gutter. The new paving section will support heavy repetitive loads and increase pavement service life.

Grind & Overlay
Square Footage
Cost per Sq. Ft.

41,780

\$8.71

\$363,987.36

*Cost Estimate Includes: Construction, Design, Engineering, Inspection & Contingency

What is the Cost Estimate:

\$555,000

What year is preferred for the construction of project:

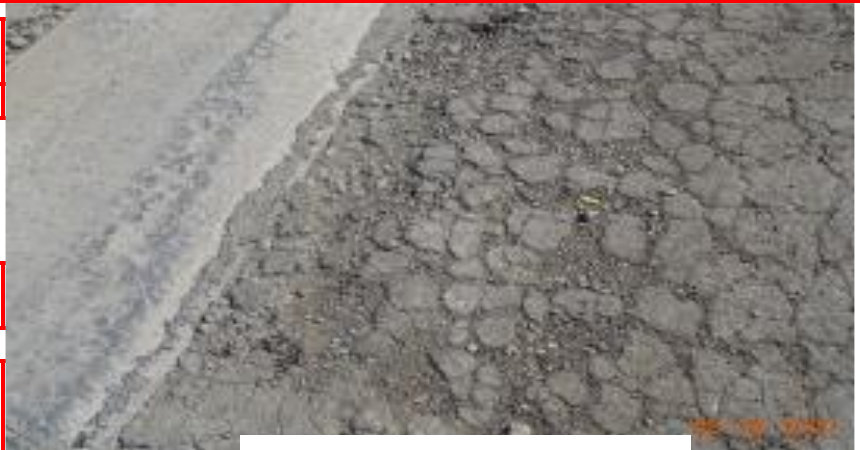
2023

What is the Funding Source:

	Yes/NO		Name of Fund
Utility Users Tax Fund:	yes	\$ 555,000	
Bond Fund:			
Water Fund:			
Grant Fund:			
Other Fund:			

What is today's Date:

11/28/2022



EXISTING PAVEMENT CONDITION



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

December 6, 2022

NEW BUSINESS

Resolution No. 9837 – Authorizing the Publication of Notice to Sale a Franchise to Crimson California Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets

RECOMMENDATION

- Adopt Resolution No. 9837 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Crimson California Pipeline, L.P.

BACKGROUND

Crimson California Pipeline, L.P., has requested to renew their existing franchise with the City in order to continue operating their pipelines in the City. These pipelines have been operating under Crimson California Pipeline, L.P., franchise, Ordinance No. 1038, dated January 24, 2013.

After reviewing Crimson California Pipeline, L.P.'s Franchise, Ordinance No. 1038, it is proposed to grant Crimson California Pipeline L.P., a similar franchise incorporating the following:

1. The term of the franchise will be ten (10) years.
2. The annual franchise fee as proposed will be computed by multiplying the sum of four cents times the nominal internal diameter of the pipe expressed in inches, times the number of linear feet of the pipe within the public right-of-way. The total will be \$2,725.76 (\$0.04/inch of pipeline diameter/per linear foot of pipeline).
3. The City reserves the right to revise the annual franchise fee following one year's written notice to Crimson California Pipeline, L.P.
4. The proposed franchise provides for the method of abandonment of pipelines or the payment of a fee to the City of one-half the estimated cost of removal.
5. Crimson California Pipeline, L.P., shall pay to the City the franchise application fee of \$4,810.00.
6. Crimson California Pipeline, L.P. shall hydrostatically test all underground pipelines and conduct soil tests pursuant to State and Federal requirements or as deemed necessary by the Fire Chief if a leak is suspected at a specific location.

FISCAL IMPACT

None.

Report Submitted By:

Noe Negrete

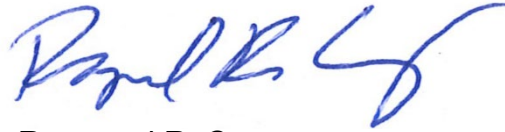
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN".

Date of Report: December 1, 2022

INFRASTRUCTURE IMPACT

The Crimson California Pipeline, L.P. franchise includes a procedure for abandonment of pipelines and requires hydrostatic testing of all underground pipelines to minimize the possibility of uncontrolled pipeline leaks.



Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9837

RESOLUTION NO. 9837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING THE PUBLICATION OF NOTICE TO SELL A RANCHISE TO CRIMSON CALIFORNIA PIPELINE, L.P. FOR A PERIOD OF 10 YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, RENEW, REPAIR, CHANGE THE SIZE OF, REMOVE AND/OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM, OIL AND LIQUID HYDROCARBON PRODUCTS THEREOF, GAS OR WATER, TOGETHER WITH ALL MANHOLES, VALVES, COMMUNICATION CABLES, APPURTENANCES AND SERVICE CONNECTIONS USED IN CONNECTION THEREWITH, NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH LINES, IN, UNDER, ALONG AND ACROSS ANY AND ALL PUBLIC STREETS, ALL ALLEYS AND HIGHWAYS NOW OR HEREAFTER DEDICATED TO PUBLIC USE IN THE CITY OF SANTA FE SPRINGS

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

WHEREAS, CRIMSON CALIFORNIA PIPELINE, L.P., a corporation, has made application to the City Council of the City of Santa Fe Springs for a franchise more particularly described in the "Notice of Sale of Franchise" hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED that the City Council proposed to grant said franchise in the manner provided by law, substantially in the form and upon the terms and conditions hereinafter set forth in the "Notice of Sale of Franchise;"

BE IT FURTHER RESOLVED that the Deputy City Clerk of the City of Santa Fe Springs is hereby, authorized and directed to publish the following Notice of Sale of Franchise in a newspaper of general circulation within the City at least once within fifteen (15) days after the passage of this resolution, substantially in the following form, to wit:

NOTICE OF SALE OF FRANCHISE

NOTICE IS HEREBY GIVEN that an application has heretofore been made to the City Council of the City of Santa Fe Springs, State of California, by CRIMSON CALIFORNIA PIPELINE, L.P., a corporation, for the franchise hereinafter described, and it is proposed by said City Council to grant said application on the terms and conditions hereinafter mentioned.

Said franchise is described and will be granted substantially in the following form:

The franchise is hereby granted to CRIMSON CALIFORNIA PIPELINE, L.P., a corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place

pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

The grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$0.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of linear feet of such pipe within the public streets, ways, alleys or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

CRIMSON CALIFORNIA PIPELINE, L.P. shall test all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1982. Soil testing under the pipelines shall be conducted pursuant to State and Federal requirements and in the event a leak has occurred involving a CRIMSON CALIFORNIA PIPELINE, L.P. facility at a specific location.

Abandonment of pipelines shall be done according to City specifications. Said specifications shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, and a fee of one-half (1/2) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

CRIMSON CALIFORNIA PIPELINE, L.P. shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

At all times during the term of this franchise, Crimson Pipeline shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules, or regulations.

This franchise will be issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code of Ordinances entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

NOTICE IS HEREBY GIVEN that any person interested may make written protest, stating objections against the granting of the franchise, which written protest must be filed with the Deputy City Clerk not later than 6:00 o'clock p.m. on the 10th day of January, 2013. At the time abovementioned in the Council Chambers of the City Council of the City of Santa Fe Springs, the City Council shall proceed to hear and pass upon all protest so made.

Such franchise shall also be subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.
- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

APPROVED:
ITEM NO.:

By order of the City Council of the City of Santa Fe Springs, California

APPROVED and ADOPTED this 6th day of December, 2022.

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



NEW BUSINESS

Residential Concrete Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

- Combine the Sidewalk Removal and Replacement Projects at Los Nietos Park, Lakeview Park, and Lake Center Athletic Park with the Annual Sidewalk/Curb & Gutter Removal and Replacement Program;
- Transfer Utility Users Tax CIP funds from the Sidewalk Removal and Replacement Projects at Los Nietos Park (Account PW220011/Amount \$162,000), Lakeview Park (Account PW220012/Amount \$124,000), and Lake Center Athletic Park (Account PW220017/Amount \$120,000) to the Annual Sidewalk/Curb & Gutter Removal and Replacement Program (PW220009); and
- Rename the Annual Sidewalk/Curb & Gutter Removal and Replacement Program to Residential Concrete Improvements Project;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The proposed project consists of the removal and replacement of existing uplifted and or damaged sidewalk, driveway aprons, curb and gutter, grinding of displaced concrete, filling existing horizontal sidewalk gaps with joint filler, and constructing new curb ramps located in the residential community. In an effort to maximize economies of scale, staff is recommending combining the following approved projects; Annual Sidewalk/Curb & Gutter Removal and Replacement Program, Los Nietos Park Sidewalk Removal and Replacement project, Lakeview Park Sidewalk Removal and Replacement project, Lake Center Athletic Park Sidewalk Removal and Replacement project into one comprehensive project. Staff is also recommending to rename the combined projects to the Residential Concrete Improvements Project. A complete listing of the proposed concrete improvements is attached (Exhibit A).

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

FISCAL IMPACT

The total estimated cost of the Residential Concrete Improvements is approximately \$720,000.00 and includes construction, design, engineering, inspection, and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area.

The total estimated project costs are as follows:

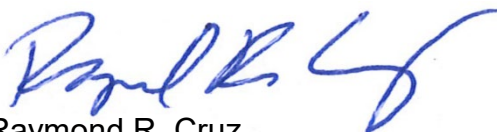
<u>ITEM</u>	<u>PROJECT COSTS</u>
Construction	\$ 543,000
Design	\$ 26,000
Engineering	\$ 43,000
Inspection	\$ 43,000
Contingency	\$ 65,000
Total:	\$ 720,000

<u>Approved CIP Projects</u>	<u>Approved UUT Funds</u>
• Annual Sidewalk/Curb & Gutter Removal/Replacement Program	\$ 300,000
• Los Nietos Park - Sidewalk Removal/Replacement Project	\$ 162,000
• Lakeview Park - Sidewalk Project Removal/Replacement Project	\$ 124,000
• Lake Center – Sidewalk Removal/Replacement Project	\$ 120,000
Total Combined Project Budget:	\$ 706,000

The Residential Concrete Improvements project is made up of approved Capital Improvement projects that will combine the Annual Sidewalk/Curb & Gutter Removal and Replacement Project and City Park Sidewalk and Removal/Replacements projects with a combined original budget of \$706,000. Staff anticipates a funding shortfall, and will be recommending an appropriation of funds at the time of Award of Contract.

INFRASTRUCTURE IMPACT

The project will remove uplifted and or damaged concrete to improve the sidewalk paths of travel, curb and gutter drainage, increase the infrastructure service life and ultimately enhance the community's quality of life.


Raymond R. Cruz
City Manager

Attachments:

1. Concrete Improvements – Matrix

RESIDENTIAL CONCRETE IMPROVEMENTS - REMOVAL AND REPLACEMENT MATRIX

NO.	ADDRESS	SIDEWALK REMOVE/REPLACE	LENGTH (FT)	WIDTH (FT)	AREA (SF)	PCC GRIND (LF)	CURB AND GUTTER REMOVE/REPLACE	(LF)	DRIVEWAY APRON REMOVE/REPLACE	LENGTH	WIDTH	AREA (SF)
1	11329 Gridley Rd (on Dunning St side)	Sidewalk	9	4	36							
2	11303 Harvest Ave (on Dunning St side)	Sidewalk	5	4	20							
3	10247 Harvest Ave (on Dunning St side)	Sidewalk	83	4	332							
4	11244 Dunning St	Sidewalk	12	4	48							
5	10302 Harvest Ave (on Dunning St side)	8' Sidewalk / 4' Sidewalk	12	4	48							
6	11316 Dunning St	4' Grind on sidewalk (3 EA)				12						
7	9901 Aspen Circle	5' Grind on sidewalk (3 EA)				15						
8	11344 Telegraph Rd (on Bartley Ave)	Sidewalk	4.5	4	18							
9	9930 Cedardale Dr	4' Grind on sidewalk (3 EA)				12						
10	9983 Cedardale Dr	4' Grind on sidewalk (2 EA)				8						
11	9984 Cedardale Dr	Sidewalk	5.5	4	22							
12	10052 Cedardale Dr	4.5' Sidewalk, 4.5' Sidewalk, 4' Grind on sidewalk (1 EA)	9	4	36	4	Curb and Gutter	10				
13	(10052 Cedardale Dr)	Sidewalk	3	5.5	16.5							
14	10119 Cedardale Dr						Curb and Gutter	12				
15	11203 Sibert St (on Roxabel St side)	Sidewalk	8	4	32		Curb and Gutter	18				
16	11230 Roxabel St	Sidewalk					Curb and Gutter	15				
17	11242 Roxabel St	4' Grind on sidewalk (1 EA)				4						
18	11266 Roxabel St	4' Grind on sidewalk (1 EA)				4						
19	11278 Roxabel St	4' Grind on sidewalk (1 EA)				4						
20	11285 Roxabel St						Curb and Gutter	36				
21	11269 Roxabel St	Sidewalk	8.5	4	34				Apron	18	7	126
22	11263 Roxabel St	4' Grind on sidewalk (1 EA)				4						
23	11235 Roxabel St	4' Grind on sidewalk (2 EA)				8						
24	11221 Roxabel St	4' Grind on sidewalk (1 EA)				4						
25	11209 Roxabel St	4' Grind on sidewalk (1 EA)				4						
26	11142 Silbert St	4' Grind on sidewalk (1 EA)				4						
27	11220 Sibert St	Sidewalk	34	4	136							
28	11238 Sibert St	Sidewalk	17	4	68							
29	11244 Sibert St	4' Grind on sidewalk (2 EA)				8						
30	11257 Sibert St	4' Grind on sidewalk (4 EA)				16						
31	11130 Sibert St (on Morrill Ave side)	Sidewalk	9	4.5	40.5							
32	11245 Sibert St	Sidewalk	7	4	28							
33	11221 Sibert St	4' Grind on sidewalk (2 EA)				8						
34	11209 Sibert St	4' Grind on sidewalk (1 EA)				4						
35	9005 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
36	9011 Morrill Ave	4' Grind on sidewalk (1 EA)	11	4	44	4						
37	9021 Morrill Ave	4' Grind on sidewalk (3 EA)				12						
38	9039 Morrill Ave	Sidewalk	16	4	64							
39	9055 Morrill Ave	Sidewalk, 4' Grind on sidewalk (2 EA)	10	4	40	8						
40	9061 Morrill Ave	Sidewalk	10	4	40							
41	9105 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
42	9111 Morrill Ave	4' Grind on sidewalk (2 EA)				8						
43	9117 Morrill Ave	4' Grind on sidewalk (3 EA)				12						

44	9203 Morrill Ave	Sidewalk	8	4	32							
45	9211 Morrill Ave	Sidewalk	20	4	80							
46	9231 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
47	9243 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
48	9265 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
49	9269 Morrill Ave	4' Grind on sidewalk (1 EA)				4						
50	11208 Maxine St	4' Sidewalk, 4' Sidewalk	8	4	32							
51	11214 Maxine St	4' Grind on sidewalk (2 EA)				8						
52	11218 Maxine St	Sidewalk	7	4	28							
53	11224 Maxine St	Sidewalk	12	4	48			Apron	19	7	133	
54	11230 Maxine St	Sidewalk	12	4	48							
55	11236 Maxine St	Sidewalk	20	4	80			Apron	19	7	133	
56	11240 Maxine St	Sidewalk	14	6	84			Apron	22	7	154	
57	11246 Maxine St	4' Grind on sidewalk (1 EA)				4						
58	9242 Alburtis Ave (on Maxine St side)	4' Grind on sidewalk (3 EA)				12						
59	9262 Morrill Ave	Sidewalk on Morrill St, 4' Grind on sidewalk (2 EA) on Vicki Dr	7.5	4	30	8						
60	9254 Morrill Ave	8' Sidewalk, 18.5' Sidewalk	26.5	4	106							
61	9248 Morrill Ave	Sidewalk	21.5	4	86			Apron	19	7	133	
62	9228 Morrill Ave	Sidewalk, 4' Grind on sidewalk (1 EA)	4	4	16	4						
63	9216 Morrill Ave							Apron	19	7	133	
64	9202 Morrill Ave	Sidewalk, 4' Grind on sidewalk (1 EA)	22.5	4	90	4						
65	9112 Morrill Ave	Sidewalk, 4' Grind on sidewalk (2 EA)	12	4	48	8						
66	9108 Morrill Ave	4' Grind on sidewalk (3 EA)				12						
67	9102 Morrill Ave	8' Sidewalk (on Morrill St), 22' Sidewalk (on Shade Ln)	30	4	120							
68	9052 Morrill Ave	4' Grind on sidewalk (2 EA)				8						
69	9016 Morrill Ave	Sidewalk	16	4	64							
70	9102 Vicki Dr (on Shade Ln side)	Sidewalk	10	4	40							
71	11319 Shade Ln	Sidewalk	11	4	44			Apron	12	7	84	
72	11243 Shade Ln	4' Grind on sidewalk (1 EA)				4						
73	11221 Shade Ln	Sidewalk	16	4	64							
74	9107 Vicki Dr	4' Grind on sidewalk (3 EA)				12						
75	9272 Vicki Dr	12' sidewalk, 12' sidewalk (on Maxine St)	24	4	96							
76	9266 Vicki Dr	Sidewalk	16	4	64							
77	9256 Vicki Dr	Sidewalk	8.5	4	34							
78	9224 Vicki Dr	Sidewalk, 4' Grind on sidewalk (1 EA)	8.5	4	34	4						
79	9218 Vicki Dr	Sidewalk, 6' Grind on sidewalk (1 EA)	17	4	68	6						
80	9214 Vicki Dr	4' Grind on sidewalk (1 EA)				4						
81	9208 Vicki Dr	4' Grind on sidewalk (3 EA)				12						
82	9202 Vicki Dr	Sidewalk, 4' Grind on sidewalk (1 EA)	12.5	4	50	4						
83	9238 Fallon Ave	Sidewalk, 4' Grind on sidewalk (1 EA)	4	8	32	4		Apron	19	7	133	
84	9220 Fallon Ave	Sidewalk	4	4	16			Apron	13	7	91	
85	9212 Fallon Ave	8' Sidewalk, 16' Sidewalk	24	4	96			Apron	18	7	126	
86	9208 Fallon Ave	Sidewalk	8	4	32							
87	9202 Fallon Ave	Sidewalk	8	4	32			Apron	19	7	133	
88	9132 Fallon Ave	4' Grind on sidewalk (1 EA)				4		Apron	13	7	91	
89	9126 Fallon Ave	4' Grind on sidewalk (1 EA)				4		Apron	19	7	133	
90	9120 Fallon Ave							Apron	19	7	133	
91	9109 Arlee Ave	4' Grind on sidewalk (3 EA)				12						
92	9203 Arlee Ave	Sidewalk, 4' Grind on sidewalk (1 EA)	18	4	72	4.5						
93	11351 Homestead St (on Arlee Ave side)	4' Grind on sidewalk (1 EA)				4						
94	9247 Arlee Ave	4' Grind on sidewalk (1 EA)				4						

95	9301 Arlee Ave	4' Grind on sidewalk (2 EA)				8							
96													
97	11433 Broaded St								Apron	18	7	126	
98	9403 Arlee Ave	Sidewalk, 4' Grind on sidewalk (1 EA)	4	4	16	4	Curb and Gutter	14					
99	9549 Arlee Ave	4' Grind on sidewalk (2 EA)				8							
100	9890 Arlee Ave	9' S/W, 16.5' S/W, 5' S/W, 8' S/W, 8.5' S/W, 7' S/W (by DWA)	54	5	270								
101	9438 Arlee Ave	4' Grind on sidewalk (4 EA)				16							
102	9302 Arlee Ave						Curb and Gutter	5					
103	9254 Arlee Ave	Sidewalk	10	4	40								
104	9248 Arlee Ave	Sidewalk, 4' Grind on sidewalk (2 EA)	10	4	40	8							
105	9242 Arlee Ave	Sidewalk	17	4	68								
106	9212 Arlee Ave	Sidewalk	8	4	32								
107	9146 Arlee Ave	4' Grind on sidewalk (2 EA)				8							
108	9630 Alburdis Ave (on Nova St side)						Curb and Gutter	8.5					
109	11622 Nova St	Sidewalk, 4' Grind on sidewalk (1 EA)	15	4	60	4			Apron	12	7	84	
110	11635 Nova St								Apron	12	7	84	
111	11639 Nova St								Apron	12	7	84	
112	11638 Nova St	21' sidewalk, 10' sidewalk	31	4	124								
113	11648 Nova St	Sidewalk	8	4	32								
114	11713 Nova St	Sidewalk	54	4	216								
115	11739 Nova St	12' sidewalk, 8' sidewalk	20	4	80								
116	11748 Nova St	Sidewalk	16.5	4	66								
117	11748 Nova St (on Arlee Ave side)	4' Grind on sidewalk (1 EA)				4							
118	11742 Sunglow St	16' sidewalk	16	4	64								
119	11738 Sunglow St	Sidewalk				64							
120	11732 Sunglow St	Sidewalk	32	4	128								
121	11723 Sunglow St	4' Grind on sidewalk (1 EA)				4							
122	11719 Sunglow St	4' Grind on sidewalk (1 EA)				4							
123	11712 Sunglow St	Sidewalk	24	4	96								
124	11708 Sunglow St	Sidewalk	10	4	40								
125	11702 Sunglow St	Sidewalk	37	4	148		Curb and Gutter	24					
126	11644 Sunglow St	Sidewalk	16	4	64		Curb and Gutter	8					
127	11635 Sunglow St	Sidewalk	11	4	44								
128	11612 Terradell St	Sidewalk, 4' Grind on sidewalk (1 EA)	18	4	72	4							
129	11618 Terradell St	Sidewalk	8.5	4	34								
130	11622 Terradell St	Sidewalk	25	4	100								
131	11633 Terradell St	4' Grind on sidewalk (1 EA)				4							
132	11712 Terradell St	Sidewalk	18	4	72								
133	9115 Corby Ave	Sidewalk	10	4	40								
134	9125 Corby Ave	Sidewalk	22	4	88								
135	9124 Corby Ave	4' Grind on sidewalk (6 EA)				24							
136	9120 Corby Ave	4' Grind on sidewalk (4 EA)				16							
137	11302 Bluejay Ln (on Alburdis Ave side)	Sidewalk	23	4	92								
138	11320 Bluejay Ln	4' Grind on sidewalk (1 EA)				4							
139	11339 Homestead St	4' Grind on sidewalk (2 EA)				8							
140	across from 11139 Broaded St	Sidewalk	8	4.5	36								
141	across from 11143 Broaded St	7' Sidewalk, 14' Sidewalk	21	4	84								
142	(across from 11143 Broaded St)	6' Sidewalk	6	4.5	27								
143	11139 Broaded St						Curb and Gutter	20					
144	9327 Broaded St	Sidewalk	4	4	16								

145	9343 Broaded St							Apron	22	6	132
146	11034 Bluejay Ln	Sidewalk	24	4	96						
147	9403 Danby Ave	Sidewalk	8	4	32						
148	9324 Danby Ave							Apron (partial)	5	6	30
149	9131 Danby Ave							Apron	15	6	90
150	11325 Davenrich St	Sidewalk	29.5	4	118						
151	between 10981 and 10985 Davenrich St	Sidewalk	9.5	4	38		Curb and Gutter (at 10985)	15.5			
152	11054 Davenrich St	Sidewalk	16	4	64						
153	11246 Davenrich St	Sidewalk	10	4	40						
154	11320 Davenrich St	Sidewalk	4	4	16						
155	11344 Davenrich St						Curb and Gutter	7			
156	11749 Roma St	4' Grind on sidewalk (2 EA)				8					
157	11723 Roma St	Sidewalk	25.5	4	102						
158	11713 Roma St	8' sidewalk, 10.5' sidewalk, 4' Grind on sidewalk (1 EA)	18.5	4	74	4		Apron	11.5	7	80.5
159	11709 Roma St	4' Grind on sidewalk (2 EA)				8					
160	11703 Roma St	Sidewalk	8	4	32						
161	11639 Roma St	Sidewalk, 4' Grind on sidewalk (1 EA)	10	4	40	4					
162	11629 Roma St	Sidewalk	51.5	4	206			Apron	12	7	84
163	11308 Charlesworth Rd	4' Grind on sidewalk (1 EA)				4					
164	11406 Charlesworth Rd	Sidewalk	8	4	32						
165	11416 Charlesworth Rd	6.5' sidewalk, 8' sidewalk	14.5	4	58						
166	11426 Charlesworth Rd	Sidewalk	26.5	4	106						
167	11442 Charlesworth Rd							Apron	11	7	77
168	11446 Charlesworth Rd	Sidewalk	36	4	144						
169	11452 Charlesworth Rd	Sidewalk	4	4	16						
170	11429 Charlesworth Rd	Sidewalk	20	4	80			Apron	12	7	84
171	n/e corner of Charlesworth Rd and Danby Ave						12' C&G, 4' C&G (by DWA)	16			
172	11402 Fredson St							Apron	12	7	84
173	11418 Fredson St							Apron	12	7	84
174	11407 Fredson St	Sidewalk	7	4	28						
175	11339 Fredson St							Apron	12	7	84
176	11308 La Docena Ln	4' Grind on sidewalk (1 EA)				4					
177	11314 La Docena Ln	8' sidewalk, 9' sidewalk	17	4	68			Apron	12	7	84
178	11340 La Docena Ln	4' Grind on sidewalk (1 EA)				4		Apron	12	7	84
179	11406 La Docena Ln	Sidewalk, 4' Grind on sidewalk (1 EA)	8	4	32	4		Apron	12	7	84
180	11412 La Docena Ln	Sidewalk	8	4	32						
181	11418 La Docena Ln	11.5' sidewalk, 8' sidewalk	19.5	4	78						
182	11422 La Docena Ln	4' sidewalk, 4' sidewalk	8	4	32						
183	11428 La Docena Ln	Sidewalk	36.5	4	146			Apron	13	7	91
184	11434 La Docena Ln	Sidewalk	12.5	4	50			Apron	12	7	84
185	11427 La Docena Ln	Sidewalk	10	4	40						
186	11423 La Docena Ln	Sidewalk (near DWA)	27.5	4	110						
187	11403 La Docena Ln	4' Grind on sidewalk (1 EA)				4					
188	11343 La Docena Ln	4' Grind on sidewalk (1 EA)				4					
189	11327 La Docena Ln	Sidewalk, 4' Grind on sidewalk (1 EA)	8	4	32	4					
190	11323 La Docena Ln	Sidewalk	15	4	60						
191	11307 La Docena Ln	Sidewalk	9	4	36			Apron	12.5	7	87.5
192	11302 La Docena Ln	Sidewalk	21	4	84						
193	9124 Alburtis Ave	4' Grind on sidewalk (1 EA)				4					
194	9127 Alburtis Ave	4' Grind on sidewalk (2 EA)				8					
195	9133 Alburtis Ave	4' Grind on sidewalk (1 EA)				4					
196	9216 Alburtis Ave						Curb and Gutter	11			
197	9328 Alburtis Ave (on Broaded St side)	Sidewalk	16	4	64						

198	9342 Albutis Ave	4' Grind on sidewalk (1 EA)				4						
199	9328 Albutis Ave	16' sidewalk, 36' sidewalk	52	4	208							
200	11319 Maxine St	4' Grind on sidewalk (1 EA)				4						
201	11413 Maxine St	Sidewalk	8	4	32							
202	11324 Maxine St	4' Grind on sidewalk (1 EA)				4						
203	11423 Broaded St	Sidewalk, 4' Grind on sidewalk (1 EA)	15	4	60	4						
204	11417 Broaded St	4' Grind on sidewalk (2 EA)				8						
205	11403 Broaded St	4' Grind on sidewalk (2 EA)				8			Apron	12	7	84
206	11321 Broaded St	Sidewalk	16.5	4	66							
207	11317 Broaded St	Sidewalk	8	4	32				Apron	12	7	84
208	11313 Broaded St	Sidewalk	8	4	32				Apron	12	7	84
209	11307 Broaded St								Apron	15	7	105
210	11314 Broaded St	Sidewalk	16	4	64							
211	11320 Broaded St	Sidewalk	25	4	100							
212	11330 Broaded St	Sidewalk	7	4	28							
213	11241 Broaded St	4' Grind on sidewalk (2 EA)				8						
214	11402 Broaded St	Sidewalk	34.5	4	138							
215	11412 Broaded St	Sidewalk	8.5	4	34							
216	11424 Broaded St	4' Grind on sidewalk (2 EA)				8						
217	11434 Broaded St	Sidewalk, 4' Grind on sidewalk (1 EA)	8	4	32	4						
218	11428 La Docena Ln								Apron	11	7	77
219	11406 Broaded St						Curb and Gutter	25				
220	11422 Maxine St	Sidewalk	25	4	100							
221	11317 Homestead St	Sidewalk	42	4	168							
222	11428 Maxine St						Curb and Gutter	31				
223	11302 Bluejay Ln (on Albutis Ave)	Sidewalk	23	4	92							
224	9108 Fallon Ave								Apron	19	7	133
225	9462 Danby Ave	Sidewalk (4X8)	8	16	128				Apron	7	11	77
		Total Sidewalk (SF) & Grind (SF) & Pattern-stamped PCC (SF)			8,658	654	Total Curb and Gutter (LF)	276	Total Apron (SF)			4,102

CONSTRUCT ADA CURB RAMPS - LOCATIONS		Unit - Each
1	North West Corner Blue Jay Ln at Danby Ave	1
2	North East Corner Blue Jay Ln at Danby Ave	1
3	South West Corner Blue Jay Ln at Danby Ave	1
4	North East Corner Blue Jay Ln at Danby Ave	1
5	North West Corner Broaded St at Danby Ave	1
6	North East Corner Broaded St at Danby Ave	1
	Total ADA Curb Ramps	6

RESIDENTIAL CONCRETE IMPROVEMENTS (PARKS) - MATRIX									
NO.	PARK	LOCATION (In Park or Adjacent Street)	LENGTH (FT)	WIDTH (FT)	AREA (SF)	PCC GRIND (LF)	COLD JOINT FILLER (LF)	MEDIAN CURB (LF)	Remarks
1		Walkway around Wading Pool	13.5	7.5	101.25		22		Filler: 12'F, 10'F
2		Walkway b/t Wading Pool & Rec Bldg				15	53		Grind: 7'G, 8'G; Filler: 8'F, 10'F, 7'F, 7.5'F, 8'F, 12.5'F

3	Lakeview Park	Walkway around Recreation Building				18	298		Grind: 5'G, 7'G, 6"G; Filler: 24'F, 24'F, 19'F, 19'F, 28'F, 19'F, 19'F, 19'F, 10'F, 14'F, 19'F, 17'F, 17'F, 20'F, 20'F
4		Walkway b/t Rec Bldg & Sand Pit	10	5	50	5			
5		Picnic Shelter, north pad	3.5	3.5	12.25				
6		Walkway n/o Restroom				4			
7		Walkway b/t Wading Pool & Sand Pit					49		Filler: 15'F, 15'F, 9'F, 10'F
8		Walkway around Sand Pit	22	5	110	17	85		Grind: 3'G, 5'G, 5'G, 4'G; Filler: 4'F, 43'F, 5'F, 21'F, 7'F, 5'F
9		Walkway b/t Restroom & Picnic Table Pads					86		Filler: 21'F, 8'F, 7'F, 12'F, 10'F, 7'F, 21'F
10	Lake Center Athletic Park	Picnic Table Pad, North				12	47		Grind: 12'G; Filler: 24'F, 23'F
11		Picnic Table Pad, East					66		Filler: 18'F, 24'F, 24'F
12		Picnic Table Pad, South					60		Filler: 12'F, 24'F, 24'F
13		Picnic Table Pad, Center					15		Filler: 7'F, 8'F
14		Joslin St South Side - 340 LF from BCR (at gate)	8	2	16				
15		Joslin St South Side - 150 LF from BCR	25	4	100				
16		Jersey Ave West Side - 210 LF from ECR	10	4	40				
	Lakeview Park Totals				430	71	781	0	
17	Lake Center Athletic Park	NW Walkway - 160 LF from curb face	13	8	104				
18		NW Walkway - 200 LF from curb face	30	8	240				
19		NW Walkway - 260 LF from curb face					8		
20		NW Walkway - 410 LF from curb face	20	8	160				
21		Atrium, North					30		Filler: 10'F, 10'F, 10'F
22		Atrium, South	15	15	225		13		
23		Atrium, East				55			Grind: 2'G, 2'G, 4'G, 8'G, 10'G, 9'G, 20'G
24		Atrium, West					38		Filler: 9'F, 6'F, 10'F, 13'F
25		S/o Atrium, NWC of South Parking Lot				18	88		Grind: 8'G, 10G; Filler: 10'F, 53'F, 10'F, 15'F
26		Running Tracks, SWC	8	5	40	5			
27		Walkway, w/o South Parking Lot	9	10	90	10			
28		South Parking Lot						101	Curb: 8'C, 11'C; 27'C; 33'C; 11'C, 11'C
29		Clarkman St Ac ross from 11717			20				3.5'R median nose (SQ*3.5*PI/2)
30		Clarkman St Ac ross from 11725	33	6	198				
31		Clarkman St Ac ross from 11731	23	6	138				
	Lake Center Athletic Park Totals				1215	88	177	101	
32	Los Nietos Park	At walkway adj to Wading Pool	9.5	6.5	61.75				
33		At entrance walkway (n/e side)	6	3.5	21				
34		At entrance walkway (n/e side)	15	5	75				
35		Walkway leading to Handball Courts (Maint Shed)	7	4	28				
36		Walkway leading to Handball Courts (Maint Shed)	20	7	140				
37		Walkway leading to Handball Courts (Maint Shed)	8	8	64				
38		N/e walkway	9.5	4	38	4			
39		N/e walkway	4	4	16				
40		N/e walkway	4	4	16				
41		Island concrete pad	34	13	442				
42		Walkway e/s of Park					140		10' wide walkway, 14 locations
43		Walkway s/o Activity Center, SEC of park	2.5	11	27.5				

44		Walkway s/o Activity Center, SEC of park	2	8.5	17				
45		Charlesworth Rd Sidewalk w/o entrance walkway	8	4.2	33.6				
Los Nietos Park Totals					980	4	140		
	Park Total Sidewalk (SF), Grind SW (LF), Cold-Joint Filler (LF), Median Curb (LF)				2,624	163	1,098	101	



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

December 6, 2022

NEW BUSINESS

Betty Wilson Center Roof Replacement - Authorization to Advertise for Construction Bids

RECOMMENDATION

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Betty Wilson Center roof has sustained substantial damage from exposure to the elements, causing numerous leaks. The Betty Wilson Center roof has exceeded its service life and needs to be replaced. The scope of work for this project consists of the complete removal of the existing built-up roofing systems (approximately 5,100 square feet) and the installation a new roofing system with appurtenances, including any sub-roof plywood replacement as needed.

The estimated construction cost estimate for the Betty Wilson Center Roof Replacement project is \$156,000. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$225,000. The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 156,000
Design	\$ 7,000
Engineering	\$ 15,500
Inspection	\$ 15,500
Contingency	\$ 31,000
Total Project Cost	\$ 225,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Betty Wilson Center Roof Replacement project is an approved Capital Improvement Plan project. The project is funded through the Capital Improvement Plan / Utility Users Tax (UUT) Funds with a budget of \$205,000. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By:

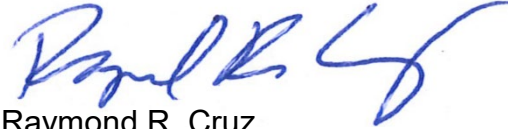
Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name and title.

Date of Report: December 1, 2022

INFRASTRUCTURE IMPACT

Upon completion of the Betty Wilson Center Roof Replacement project, the roof service life will be renewed, and the materials inside the building will be properly protected and maintenance repairs will be reduced.



Raymond R. Cruz
City Manager

Attachments:
None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

December 6, 2022

NEW BUSINESS

Resolution No. 9838 – Authorizing the Publication of Notice to Sale a Franchise to Cardinal Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets

RECOMMENDATION

- Adopt Resolution No. 9838 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Cardinal Pipeline, L.P.

BACKGROUND

Cardinal Pipeline, L.P., has requested to renew their existing franchise with the City in order to continue operating their pipelines in the City. These pipelines have been operating under Cardinal Pipeline, L.P., franchise, Ordinance No. 1039, dated January 24, 2013.

After reviewing Cardinal Pipeline, L.P.'s Franchise, Ordinance No. 1039, it is proposed to grant Cardinal Pipelines L.P., a similar franchise incorporating the following:

1. The term of the franchise will be ten (10) years.
2. The annual franchise fee as proposed will be computed by multiplying the sum of four cents times the nominal internal diameter of the pipe expressed in inches, times the number of linear feet of the pipe within the public right-of-way. The total will be \$755.20 (\$0.04/inch of pipeline diameter/per linear foot of pipeline).
3. The City reserves the right to revise the annual franchise fee following one year's written notice to Cardinal Pipeline, L.P.
4. The proposed franchise provides for the method of abandonment of pipelines or the payment of a fee to the City of one-half the estimated cost of removal.
5. Cardinal Pipeline, L.P., shall pay to the City the franchise application fee of \$4,810.00.
6. Cardinal Pipeline, L.P. shall hydrostatically test all underground pipelines and conduct soil tests pursuant to State and Federal requirements or as deemed necessary by the Fire Chief if a leak is suspected at a specific location.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

The Cardinal Pipeline, L.P. franchise includes a procedure for abandonment of pipelines and requires hydrostatic testing of all underground pipelines to minimize the possibility of uncontrolled pipeline leaks.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

1. Resolution 9838

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: December 1, 2022

RESOLUTION NO. 9838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING THE PUBLICATION OF A NOTICE TO SELL A FRANCHISE TO CARDINAL PIPELINE, L.P. FOR A PERIOD OF 10 YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, RENEW, REPAIR, CHANGE THE SIZE OF, REMOVE AND/OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM, OIL AND LIQUID HYDROCARBON PRODUCTS THEREOF, GAS OR WATER, TOGETHER WITH ALL MANHOLES, VALVES, COMMUNICATION CABLES, APPURTENANCES AND SERVICE CONNECTIONS USED IN CONNECTION THEREWITH, NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH LINES, IN, UNDER, ALONG AND ACROSS ANY AND ALL PUBLIC STREETS, ALL ALLEYS AND HIGHWAYS NOW OR HEREAFTER DEDICATED TO PUBLIC USE IN THE CITY OF SANTA FE SPRINGS

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE AND ORDER AS FOLLOWS:

WHEREAS, CARDINAL PIPELINE, L.P., a corporation, has made application to the City Council of the City of Santa Fe Springs for a franchise more particularly described in the "Notice of Sale of Franchise" hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED that the City Council proposed to grant said franchise in the manner provided by law, substantially in the form and upon the terms and conditions hereinafter set forth in the "Notice of Sale of Franchise;"

BE IT FURTHER RESOLVED that the Deputy City Clerk of the City of Santa Fe Springs is hereby, authorized and directed to publish the following Notice of Sale of Franchise in a newspaper of general circulation within the City at least once within fifteen (15) days after the passage of this resolution, substantially in the following form, to wit:

NOTICE OF SALE OF FRANCHISE

NOTICE IS HEREBY GIVEN that an application has heretofore been made to the City Council of the City of Santa Fe Springs, State of California, by CARDINAL PIPELINE, L.P., a corporation, for the franchise hereinafter described, and it is proposed by said City Council to grant said application on the terms and conditions hereinafter mentioned.

Said franchise is described and will be granted substantially in the following form:

The franchise is hereby granted to CARDINAL PIPELINE, L.P., a corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service

connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

The grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$0.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of linear feet of such pipe within the public streets, ways, alleys or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

CARDINAL PIPELINE, L.P. shall test all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1982. Soil testing under the pipelines shall be conducted pursuant to State and Federal requirements and in the event a leak has occurred involving a CARDINAL PIPELINE, L.P. facility at a specific location.

Abandonment of pipelines shall be done according to City specifications. Said specifications shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, and a fee of one-half (1/2) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

CARDINAL PIPELINE, L.P. shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

At all times during the term of this franchise, Cardinal Pipeline, L.P. shall maintain emergency response equipment and trained personnel for the purposes of implementing

emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules, or regulations.

This franchise will be issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code of Ordinances entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

NOTICE IS HEREBY GIVEN that any person interested may make written protest, stating objections against the granting of the franchise, which written protest must be filed with the Deputy City Clerk not later than 6:00 o'clock p.m. on the 10th day of January, 2023. At the time abovementioned in the Council Chambers of the City Council of the City of Santa Fe Springs, the City Council shall proceed to hear and pass upon all protest so made.

Such franchise shall also be subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.
- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

APPROVED:
ITEM NO.:

By order of the City Council of the City of Santa Fe Springs, California

APPROVED and ADOPTED this 6th day of December, 2022.

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

December 6, 2022

NEW BUSINESS

Municipal Services Yard Warehouse and Administration Office Roof Replacement – Award of Contract

RECOMMENDATION

- Appropriate \$35,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Municipal Services Yard Warehouse and Administration Office Roof Replacement (PW 220004);
- Accept the bids; and
- Award a contract to 4 Seasons Roofing, Inc. of Montebello, California, in the amount of \$447,705.

BACKGROUND

The Municipal Services Yard Warehouse and Administration Office roof has sustained substantial damage from exposure to the elements, causing numerous leaks and interior water damage. The Municipal Services Yard Warehouse and Administration Office roof has exceeded its service life and needs to be replaced. The scope of work for this project consists of the complete removal of the existing built-up roofing systems (approximately 17,600 square feet) and the installation of a new roofing system with appurtenances, including any sub-roof plywood replacement as needed.

Bids were opened on November 23, 2022, and a total of seven bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was 4 Seasons Roofing, Inc. of Montebello, California, with a bid totaling \$447,705.00. The bid proposal for the following bidders reflects the bid amount read publicly during the bid opening, and staff audited corrected results.

Company Name	Publicly Read Bid	Audited Bid	
1. 4 Seasons Roofing, Inc.	\$418,725.00	\$447,705.00	*
2. ERC Roofing & Waterproofing	\$449,175.00	\$449,175.00	
3. Best Contracting Services Inc.	\$484,359.00	\$484,359.00	
4. Chapman Coast Roof Co., Inc.	\$492,390.00	\$499,140.00	**
5. Rite-Way Roof Corporation	\$506,504.00	\$511,504.00	**
6. AME Builders, Inc.	\$567,600.00	\$567,600.00	
7. Letner Roofing Co.	\$608,850.00	\$1,557,900.00	**

*The unit price governs increasing the extended amount.

**Mathematical computation summation errors.

The bid proposal submitted by 4 Seasons Roofing, Inc. in the amount of \$447,705.00, is approximately 14% above the Engineer's Estimate of \$385,000.00.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "M", is written over the text "Date of Report".

Date of Report: December 1, 2022

The Department of Public Works has reviewed the bids and determined the low bid submitted by 4 Seasons Roofing, Inc. to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed agreement.

FISCAL IMPACT

The Municipal Services Yard Warehouse and Administration Office Roof Replacement project will require an appropriation in the amount of \$35,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Municipal Services Yard Warehouse and Administration Office Roof Replacement project account number (PW220004). The total project cost breakdown is as follows:

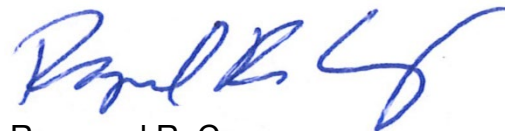
<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 447,705
Design	\$ 2,295
Engineering	\$ 20,000
Inspection	\$ 20,000
Contingency	\$ 20,000
Total Project Cost	\$ 510,000

Project Funding Sources

	<u>Amount</u>
Utility Users Tax (UUT)	\$ (475,000)
Anticipated Expenditures	\$ <u>510,000</u>
Budget Shortfall	\$ (35,000)

INFRASTRUCTURE IMPACT

Upon completion of the Municipal Services Yard Warehouse and Administration Office Roof Replacement project, the roof service life will be renewed, and the materials inside the warehouse will be properly protected and maintenance repairs will be reduced.



Raymond R. Cruz
City Manager

Attachments:

1. Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**MUNICIPAL SERVICES YARD WAREHOUSE
AND ADMINISTRATION OFFICE
ROOF REPLACEMENT**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 6th day of December, 2022 BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and 4 Seasons Roofing, Inc. as CONTRACTOR in the amount of \$447,705.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
4 SEASONS ROOFING, INC.

By:

NAME, TITLE

ADDRESS

CITY OF SANTA FE SPRINGS

By:

ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 19

December 6, 2022

NEW BUSINESS

Award of Contract to Public Sector Personnel Consultants for the Preparation of a Classification and Compensation Study

RECOMMENDATION

- Authorize the City Manager to sign a contract with Public Sector Personnel Consultants for the preparation of a Classification and Compensation Study.
- Appropriate \$40,000 from the General Fund Unassigned Fund Balance to fully fund the Study

BACKGROUND

The City last conducted a large-scale classification study in 2009. It is unknown when a compensation study was conducted, if ever. Periodic reviews of the City's classification plan help ensure internal structural alignment, simplify existing classification structures, address recruitment and retention needs, and conduct comparisons within the City's employment market. Staff is seeking Council approval for an agreement with Public Sector Personnel Consultants (PSPC) to conduct a comprehensive Classification and Compensation Study. Further, coordinating such a study is a requisite per our current Memorandum of Understanding with the City's three bargaining groups.

On July 29, 2022, staff issued a Request for Proposal (RFP) to provide Professional Services for a Classification and Compensation Study. The City received five (5) Proposals from consulting firms. The City's evaluation team consisted of the Director of Finance & Administrative Services, the Human Resources Manager, the Director of Public Works, and the Senior Human Resources Analyst.

The proposals were evaluated based on the firm's experience, project manager, project team, project understanding, past experience and price. Based on the initial review of the proposals the top three firms were invited to interview with the evaluation team. PSPC was determined to be the best fit for the City by having significant experience providing similar services to California cities, highly experienced personnel, a satisfactory timeline, and reasonable costs.

The City's evaluation team ranked the five proposals as follows:

<u>COMPANY</u>	<u>QUOTE</u>
1. Public Sector Personnel Consultants	\$ 100,000
2. CPS HR Consulting	\$ 496,745
3. MGT	\$ 107,800
4. Transformance Consulting	\$ 94,500
5. Trupp	\$ 134,550

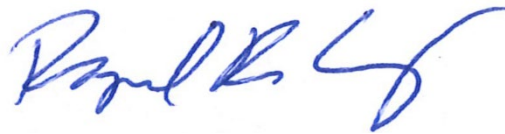
As a reminder, although the cost is a factor in the selection process, professional service contracts are awarded to the consultant(s) deemed most qualified.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The proposed agreement with PSPC is for an amount not to exceed \$100,000. Funds for the Classification and Compensation Study in the amount of \$60,000 are included in the Fiscal Year 2022-2023 budget. An appropriation from General Fund Unassigned Fund Balance of \$40,000 is requested to fully fund the Study.



Raymond R. Cruz
City Manager

Attachments:

1. Professional Services Agreement
2. Request for Proposal
3. PSPC Proposal

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
PUBLIC SECTOR PERSONNEL CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of January 1, 2023 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Public Sector Personnel Consultants, an Arizona corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2023 and shall remain and continue in effect until the services described herein are completed, but in no event later than December 31, 2023 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. City agrees to pay Consultant an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing

by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall

maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply

with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) 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 (iii) mail by the United States Postal Service, certified mail, postage prepaid,

return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Travis Hickey

To Consultant: Public Sector Personnel Consultants, Inc.
2924 N. Power Road #113-486
Mesa, AZ 85215
Attention: Matthew Weatherly

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this

Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision

in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONSULTANT

Raymond R. Cruz, City Manager

Matthew Weatherly, President

Date: _____

Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Kay Tilzer, Vice President

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Services
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A - SERVICES

SUMMARY OF SERVICES FOR THE CITY

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) will provide the following program of consulting services and implementation support to conduct a classification and compensation study.

Project Planning and Communication

1. Project planning and scheduling meetings with the City's Human Resources Staff, project designee(s)
2. Policy input and project direction meeting and briefing with Council, Human Resources and designee(s)
3. Project briefing presentation for all employees, Council, City officials, City's project leaders
4. Management and employee communication, progress reports throughout all project phases
5. Assistance with development and communication with a committee of employee representatives

Classification Project Tasks

6. Occupational familiarization by review of City's current class specifications and compensation plans
7. Organizational familiarization by review of City organization charts, budgets, and annual reports
8. Position Analysis Questionnaire (PAQ) customized for gathering City employee occupation data
9. Meetings to distribute and explain the PAQ and the project for all City officials and employees
10. Job interviews, desk audits / field observations with representatives of each class (140 included)
11. Recommended title modifications and reclassifications for consideration by department heads
12. Modeling of job families and career ladders to include possible job title consolidation / clean up
13. Review of position classification recommendations with City's project staff and respective departments
14. Facilitation of employee participation and feedback process on any proposed classification changes
15. Preparation of updated classification specifications for each included job classification (140 included)

Compensation Survey(s)

16. Confirmation of survey cities to include in external total compensation comparisons (up to 15)
17. Identification of City occupations to utilize as survey benchmark job classifications
18. Solicitation of comparator employers and agencies for participation in external compensation surveys
19. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
20. Total compensation and benefits survey by bargaining unit for comparisons per RFP
21. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
22. Computation of extent City's compensation offerings vary from external prevailing rates and practices
23. Review of competitiveness analysis with Human Resources, City Officials and City's project designees

Compensation Plan Development

24. Construction of optional salary range structures for review and selection by City's project leaders
25. Assignment of job classes to salary ranges by internal equity and external competitiveness
26. Assistance with City Council identification of desired, affordable salary competitiveness policy
27. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
28. Review and critique of draft salary and implementation plans with Human Resources, project leaders

Communication of Results and Implementation Strategies

29. Preparation and presentation of final project reports for the City Council, staff, and City Officials
30. Development of a plan for the implementation of City's updated classification and compensation plan
31. Uploading of **EZ COMP™** program files on a Human Resources Department computer, staff training
32. Development and provision of process for ongoing plan maintenance and subsequent plan updates
33. Assistance with communicating the City's updated plans for all City officials and employees

Following is our overall work plan and approach to achieving the City's objectives for the conduct of a classification and compensation study.

A. OBJECTIVES OF THE PROJECT

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- Internally equitable
- Externally competitive
- Readily understood
- Easily updated & maintained
- Legally compliant & defensible
- Financially responsible
- Efficiently administered
- Inclusive of employee input
- Reflective of City's values
- Reflective of prevailing "best practices"

B. SCOPE OF THE PROJECT

The project includes a management and employee communication plan; partnership with the City's Human Resources Manager, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; Position Analysis Questionnaire (PAQ) and job analysis for all classifications; worksite job information interviews; position classification and job title recommendations for all employees and classifications; FLSA interpretations; updated class specifications; **EZ COMP™**; internal equity and external competitiveness evaluation; total compensation survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated classification and compensation plan and classification and compensation plan implementation support for all included employees in all job classifications.

C. PROJECT METHODOLOGY

1. Quality Assurance

To ensure a high-quality project, we have built in several layers of procedural and statistical controls, in addition to those already in **EZ COMP™**. Internally, we follow a prescribed series of steps in each project phase, which are reviewed by our Project Director. We request that the Human Resources and City's Project Manager(s) review our work to minimize the chance of errors and to ensure that it reflects the City's organizational values.

2. Project Planning Meetings and Communication Plan Development

We will consult with the Human Resources Team and City Officials or representatives on a communication strategy, plan, and materials, beginning prior to the project and extending to the post-project information meetings. We plan to conduct group pre-project meetings for all City officials and employees where we will discuss the project's scope, answer questions, and distribute and explain the Position Analysis Questionnaire.

D. POSITION CLASSIFICATION ANALYSIS

1. Review of Essential Tasks – Position Analysis Questionnaire

We will review and analyze the current essential tasks, duties and responsibilities, and minimum qualifications of each included position through the Position Analysis Questionnaire (PAQ) to be completed by each employee (or group of employees with identical jobs) in print or electronic format. If the information on the PAQ does not clearly delineate the position's scope of responsibilities, we may return the PAQ to the position's incumbent for additional information or focus on the data gap during a worksite job information interview.

2. Employee Job Information Interviews

We will conduct up to 140 job information interviews with a representative incumbent of every requested job classification or for those we propose to change. The purpose of these interviews is to verify the data on the PAQ, obtain additional insight into the scope and complexity of the job duties, observe technical processes and working conditions, and to provide employees with an additional method of participation in the project. This process also ensures that we make all internal and external comparisons on the basis of actual job content and not merely job title.

3. FLSA Status Interpretation

We will review the essential tasks and minimum qualifications of each of the City's job classifications and subject them to the Fair Labor Standards Act tests to determine their exempt or non-exempt status.

4. Position Classification

Each of the City's positions will be analyzed and evaluated to determine their primary characteristics, including:

- Is there a current City occupational job group comprised of job classes with essential functions similar to the subject position; if so:
- To which of the group's job classes, and at what level, are the subject position's essential functions similar to the subject position, and if so:
- Are they sufficiently comparable (+/- 20% guideline) to be allocated to that job class, utilize the same job title, require the same minimum qualifications, and be assigned to the same salary range.
- If the City does not currently have a sufficiently comparable job class, what should be the subject position's occupational job class and title, and:
- What should the recommended occupational classification action be, No Change (N), Title Change (T), Merge With Other Job Class (M), New Job Class (J).
- We may find that a job class is overly broad and encompasses several job activities which are regarded with significant salary difference in the marketplace. In such an instance, we will recommend "splitting" the job class into the current job class and a new job class which encompasses the different job activities.

5. Updated Classification Specifications

We will prepare an updated job description in the City's standard or other selected format for each occupational job class. Focus will be on the Essential Functions and Minimum Qualifications. The specifications or descriptions may include (not limited to) the following components:

Job Title – Definition	Education, Training and Experience	Physical Requirements
Distinguishing Characteristics	Licenses and Certifications	Non-Essential Functions
Essential Functions	FLSA Exempt/Non-Exempt Status	Mental Requirements
Desired Knowledge and Skills	Supervision Exercise/Received	Working Conditions

6. Draft Classification Plan Review with Human Resources and Department Heads

We will conduct a review of our initial position classification recommendations and draft job descriptions with the City's Project Team and respective department heads to identify possible errors, obtain feedback, and solicit suggestions for clarification.

E. COMPENSATION SURVEY AND ANALYSIS

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the City Council, Human Resources staff, and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Salary Structure Selection
- Job Evaluation Method-Salary Plan Linkage
- Draft Compensation Plan Review / Critique
- Total Compensation Points for Analysis
- Project Implementation Plan

2. Comprehensive Compensation Survey

We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. *Data Collection Protocol*** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Total Compensation Information (including items contained in RFP)

- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- City-supported benefits such as health insurance premiums and pension contributions
- Paid time off, add pay, certification pay, longevity, flexible work, telework

- b. *Benchmark Job Selection*** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.

- c. *Comparator Employers Identification or Confirmation of up to 15 Agencies*** will be made in partnership with City staff, or per agreed upon lists from bargaining, and/or by research and input from PSPC.

d. Compensation Data Collection will be made by one or more of the following methods.

- Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
- Extraction from the pay plans of designated public employers.
- Customized salary and total compensation and benefits survey requests for local governments and other public employers, distributed by mail, fax, and e-mail.
- As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, etc.

e. Data Quality Control includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

3. Prevailing Rates Calculation

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of cost-of-living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. Compensation Competitiveness Comparison

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

F. PAY PLAN DEVELOPMENT

1. Compensation Competitiveness Policy

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

2. Salary Plan Structure Development

We will review the City's current wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements

3. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class

4. Implementation Plan Development

We will consult with the Human Resources Manager and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on budget processes, and estimates of required financial resources.

G. ENSURING THE CITY'S SELF-SUFFICIENCY

The City will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

1. Procedure Manuals

- *PSPC Position Classification Procedure Guide*
- *PSPC Salary Administration Procedure Guide*
- *City of Santa Fe Springs EZ COMP™ Procedure Guide*

2. Training Workshop – for City staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

3. Electronic Class Specification Library – we will provide the City with all updated classification specifications in hard copy and electronic library format for internal maintenance.

4. EZ COMP™ – program and project files on one of the City's computers, a custom user's manual, and system training for key City and Human Resources staff.

5. Initial Year's Implementation Warranty Support – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, **at no cost to the City** for one year.

H. EXTENSIVE EMPLOYEE INCLUSION AND COMMUNICATION

Very important factors for successful implementation of new or updated classification and compensation plans are **1)** extensive employee inclusion, and **2)** extensive employee communication. City officials and employees will participate in one or more of the following activities:

- Attending pre-project briefings and question and answer sessions
- Completing a Position Analysis Questionnaire (PAQ) describing their position
- Elaborating on their jobs in individual or group job information interviews

J. REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the classification plan, compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated position classification and compensation plans.

2. Final Report Presentations

We will conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

3. EZ COMP™ Program Installation

We will install our **EZ COMP™** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

4. Implementation Warranty

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, **at no cost to the City** for one year.

EXHIBIT B - FEE SCHEDULE
ILLUSTRATIVE BILLING COMPONENTS

A. PROJECT COST

The project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, ***will not exceed*** the indicated amounts.

Major Project Components

- Planning Meetings, Kick Off, Communication and PAQ Intro	\$ 3,000
- Job Information Interviews / Desk Audits (max cost for 140)	\$ 20,000
- Position Classification, Job Titling, Draft Review	\$ 8,000
- Updated Job Descriptions (max cost for 140)	\$ 14,000
- Total Compensation Survey (Up to 15 Comparators)	\$ 40,000
- Pay Plan Modeling, Implementation Options and Costing	\$ 8,000
- Reporting, Presentations, Contingent Placeholder for Other	<u>\$ 7,000</u>
Total Not To Exceed:	\$ 100,000

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.



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

REQUEST FOR PROPOSAL CLASSIFICATION AND COMPENSATION STUDY JULY 29, 2022

The City of Santa Fe Springs is requesting proposals from qualified individuals or consulting firms to design, conduct, and assist in the implementation of a comprehensive Classification and Compensation Study for all positions within the City. A request for proposal that includes guidelines for completion is attached.

Inquiries concerning this request for proposal should be addressed via email to:

Debbie Ford
Human Resources Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 9070
debbieford@santafesprings.org



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

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS FOR CLASSIFICATION AND COMPENSATION STUDY July 29, 2022

KEY RFP DATES:

The schedule below is tentative and subject to change at the discretion of the City, with appropriate notice to prospective firms.

Event	Date
RFP Release Date	7/29/2022
Proposal Due Date	8/31/2022
Evaluation Period	9/5/2022 - 9/30/2022
Anticipated Contract Award	Week of October 24, 2022

I. INTRODUCTION

A. General Information

The City of Santa Fe Springs (hereinafter referred to as "City"), incorporated in 1957 under the general laws of the State of California and is a commercial center and residential city located within the southeast area of Los Angeles County. The City provides a full range of municipal services including public safety (police services contracted with the City of Whittier), street construction and maintenance, water services, community and recreational programs, public infrastructure improvements, planning & zoning, and general administrative and support services. The City occupies a land area of 8.9 square miles and serves a population of 18,260.

B. Background

The City of Santa Fe Springs ("City") is seeking proposals from qualified individuals or consulting firms to design, conduct, and assist in the implementation of a comprehensive

Classification and Compensation Study to include approximately 117 full-time (non-sworn), 50 full-time (sworn) and 107 part-time employees/incumbents.

All questions, concerns, comments regarding this RFP should be emailed to Debbie Ford, Human Resources Manager debbieford@santafesprings.org.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from interested vendors, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firms of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this invitation. The City reserves the right without prejudice to reject any or all bids.

II. GENERAL TERMS AND CONDITIONS

A. Proposal Requirements

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms and conditions of the RFP specifications. By virtue of its proposal submittal, the provider acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must include responses to the service requirements under the Scope of Work section and shall be accompanied by any other required submittals or supplemental materials. **Proposals must be submitted by email (in PDF file format) to debbieford@santafesprings.org and received no later than 5:00 p.m on August 31, 2022.** It is the firm's responsibility to confirm receipt. Proposals received after the above date and time will not be considered. Please see Exhibit A for a summary of key dates for this RFP.
3. **Proposal Withdrawal.** A firm may withdraw its proposal prior to the deadline submission, by submitting a written request to the Human Resources Manager for its withdrawal.
4. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested.
5. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and

accept the other, except to the extent that proposals are qualified by specific limitations.

6. **Proposal Evaluation and Selection.** Proposals will be evaluated based on the following criteria:
 - a. Proposed Fees;
 - b. Understanding of the work required by the City;
 - c. Quality, clarity and responsiveness of the proposal;
 - d. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City;
 - e. Recent experience in successfully performing similar services;
 - f. Background and related experience of the specific individuals to be assigned to this project.
 - g. Timeline for project completion/proposed schedule.

The contract award will not be based solely on fees, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected vendor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

7. **Questions and Communications.** All questions, concerns or comments regarding this RFP can be emailed to **Debbie Ford, Human Resources Manager**, (debbieford@santafesprings.org).
8. **Contract Requirement.** The selected firm to whom the award is made shall execute a written contract with the City within thirty (30) calendar days after notice of the award has been sent by mail to the address given in its proposal. The contract shall be made in the form adopted by the City and shall incorporate the proposal and these specifications.
9. **Insurance Requirements.** The selected firm shall maintain professional liability, workers' compensation and any other insurance coverage required by the City. The firm shall provide proof of insurance in the form, coverages and amounts specified in the contract within thirty (30) calendar days after notice of contract award as a precondition to the contract execution.

III. Scope of Services

The City has a diverse workforce that includes a combination of full-time benefited and hourly (part-time) benefited and non-benefited personnel. Below is the breakdown of employee types and job classifications by employee unit:

Bargaining Unit/Group	# of Incumbents	# of Job Classifications
Santa Fe Springs City Employee Association (SFSCEA)	82	66
Santa Fe Springs Fireman's Employee Association (SFSFA)	50	13
Executive/Management/Confidential Association (EMC)	21	29
Non-Benefited Personnel	128	32
Totals	281	140

**Note: some of these job classifications are unoccupied and may no longer be relevant, but class specifications may still need to be established and/or revised.*

Also, the City has provided a listing of all job classifications titles and salary ranges (Attachment 1) sorted by executive positions, management/general full-time positions, hourly benefitted positions and hourly positions. The City anticipates that the study will involve two (2) broad phases of work composed of the following key tasks:

1. Classification Phase

- A. Develop a classification structure that ensures compliance with Federal and State regulations, which includes clear definitions, and provides for the development of career ladders for full-time and hourly (part-time) personnel.
- B. Review background materials including organizational charts, budgets, personnel rules and regulations, and related information.
- C. Conduct orientation and briefing session(s) with all department heads, managers and supervisors.
- D. Conduct orientation and briefing session(s) with all employees covered within the scope of this study.
- E. Design an appropriate job-related questionnaire to be completed by all employees that will be used for classification and compensation purposes.
- F. Conduct interviews with a representative sample of employees and appropriate supervisory and management personnel covered within the scope of this study.

- G. Allocate all employees included in the scope of this study to an appropriate job title, job class and with the appropriate FLSA designation.
- H. Prepare up-to-date and accurate job classification specifications for all full-time and hourly (part-time) classifications within the study, and prepare class specifications for positions that may be vacant but are still relevant to the City's operations.
- I. Design and administer an employee classification review/appeals process.
- J. Prepare appropriate implementation and maintenance manuals.
- K. Prepare a comprehensive report on the Classification Study findings and recommendations for submittal to bargaining group leadership, executive staff, and ultimately the City Council.

2. Compensation Phase

- A. Identify an appropriate survey labor market and benchmark classifications. *Note: The final listing of survey agencies to be utilized may require City Council approval.*
- B. Conduct a comprehensive total compensation survey utilizing the appropriate survey labor market while working closely with City Human Resources staff.
- C. Elements of Total Compensation should include:
 - 1. Base Salary
 - 2. Premium Pays, including:
 - i. Bilingual Pay
 - ii. Shift Differential Pay
 - iii. Education Incentive Pay
 - iv. Certification Pay
 - v. Longevity Pay
 - 3. Employer contributions towards Medical, Dental, and Vision Insurances, and Opt-out cash;

4. Employer contributions towards Cafeteria plan if provided in Lieu of # 3 above
 5. Employers-paid contributions toward employee CalPERS pension benefits (excluding contributions made toward Employer rate)
 6. Employee-paid contributions toward CalPERS Member rate (including Employee contributions made toward Employer rate)
 7. Paid Leave Benefits, including:
 - i. Vacation Accrual, including any cashout programs
 - ii. Sick Leave Accrual, including any cashout programs
 - iii. Fixed Holidays
 - iv. Floating/Flex Holidays
 - v. Administrative / Executive Leave
 8. Employer paid contributions toward Deferred Compensation benefits, if any
 9. Employer paid Automobile Allowance, if any
 10. Employer paid Cell Phone Allowance or Reimbursement, if any
 11. Employer paid Retiree Medical Contribution, if any
 12. Employer provided Life Insurance (policy value only)
 13. Employer Provided Long Term Disability Insurance (policy value only)
 14. Any other significant Employer-paid elements of compensation or benefits
- D. Complete an internal salary relationship analysis including the development of appropriate internal equity relationship guidelines.
- E. Develop externally competitive and internally equitable salary recommendations for each class of work within the scope of this study.

- F. Assign a salary range to each classification that reflects the results of the market survey and the analysis of internal relationships.
- G. Prepare implementation and maintenance manuals.
- H. Assist in the development of a strategy for implementing compensation recommendations.
- I. Prepare a comprehensive report on the Compensation Study findings and recommendations for submittal to bargaining group leadership, the executive staff, and ultimately the City Council.

The Consultant may propose additional tasks as deemed necessary to complete the assignment. Any additional work will be compensated as agreed upon in the Consultant's contract with the City of Santa Fe Springs.

IV. Deliverables

- A. **Weekly Reports:** Contractor is to provide weekly project status reports to the Human Resources Manager and Finance & Administrative Services Director, outlining the following information:
 - The specific accomplishments achieved during the reports period.
 - Specific tasks completed pursuant to the provisions of the contract.
 - The project completion dates for the remaining specific tasks required by the consultant.
 - Any project component, activity, or problem that could result in a delay of the project.
 - Any current or future changes in project personnel or their assignments.
 - Delays caused by City personnel.
 - A statement from the contractor certifying the status report is true and accurate and that it reflects the project's progress to date.
- B. **Benchmark Reports:** Benchmarks of project completion are measured by the following deliverables:
 - Completion of all department and employee interviews.
 - Results of data gathering phase.
 - Draft of preliminary findings and recommendations.
 - Final report of findings and recommendations.
 - Recommendations for improvements including proposed classification specifications, proposed compensation plan, proposed evaluation process, and proposed manual revisions.
 - Methodology for implementation and administration.
 - Costs

- C. **Training:** The Consultant will provide all necessary on-site training to ensure that the Human Resources staff is adequately trained to implement and maintain the completed project.

V. Proposal Submission Requirements and Response Format

The Consultant is responsible for preparing an effective, clear, and concise proposal. In order to be considered for selection, vendors must submit a complete response to this Request For Proposal that includes the following mandatory information and/or requirements in the following format. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

1. A Request For Proposal cover letter introducing the Consultant and/or Firm and the individual who will be the primary contact person.
2. Background information including specific qualifications and experience in the conducting Classification and Compensation studies for similar government / Public sector entities. Information below must be included. Failure to provide this information may be cause for the proposal to be rejected:
 - a. Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this Request For Proposal.
 - b. Describe your qualifications and experience providing similar services as required in this Request For Proposal.
 - c. Provide proof of financial stability enabling the Firm to be capable of meeting the requirement of this Request For Proposal.
 - d. Provide one (1) copy of a Classification and Compensation study you have completed that is closely related to the work contemplated in this Request For Proposal.
 - e. Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this Request For Proposal.
 - f. **References:** Provide a list of at least three (3) clients for whom you have conducted a comprehensive Classification and Compensation study within the last three (3) years comparable to that described within this Request For Proposal. Indicate client organization name, contact person, and phone number

3. Provide on no more than one (1) printed page, your firm's understanding of the requirements stated in this Request For Proposal.
4. A discussion of any methodologies used or approaches taken for a Classification and Compensation study.
5. A time line for the project completion:
 - a. Provide a project schedule identifying start and end dates - include milestones, submittal of deliverables, and each task required for the successful and timely completion of the project.
 - b. Indicate the earliest date you would be able to commence work on this project.
 - c. Indicate what, if any, guarantees your firm can make to ensure the project will be completed on time, as proposed.
6. Indicate any portion of the work that would be performed by a subcontractor. Provide information on all subcontractors as required in section 2 above.
7. A proposed fee schedule of costs to perform all work and obligations described within this Request For Proposal. Include incidental or hourly fees/rates.
 - a. Fees should be broken down by: 1) Cost to conduct the Classification study; 2) Cost to conduct the Compensation study; and 3) Total cost for both components of this study.
8. The signature of an authorized individual to bind the firm. The proposal must be a firm offer good for a 60-day period.
9. Submit one (1) original and three (3) copies of the proposal. Also include one copy in Microsoft Word or PDF format via e-mail.

Thank you very much for taking your valuable time to respond to this Request For Proposal.

VI. Attachments

- **Attachment #1:** Classification & Salary Listing Sorted by Unit & Class Title as of July 3, 2022.

EXHIBIT A

Classification and Compensation Schedule

Event	Date
RFP Release Date	7/29/2022
Proposal Due Date	8/31/2022
Evaluation Period	9/5/2022 - 9/30/2022
Anticipated Contract Award	Week of October 24, 2022

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
01000 COUN	COUNCIL MEMBER	A- 1	970.840	448.080	5.601	2080.00
01400 CMGR	CITY MANAGER	A- 1	19686.619	9086.132	113.577	2080.00
01700 BAT	FIRE CHIEF	A- 1	12326.929	5689.352	71.117	2080.00
		B- 2	13006.257	6002.888	75.036	
		C- 3	13721.932	6333.199	79.165	
		D- 4	14477.718	6682.024	83.525	
		E- 5	15274.863	7049.937	88.124	
02400 D/H	DIR COMM SVCS	A- 1	11409.858	5266.088	65.826	2080.00
02410 D/H	DIR PLANNING	B- 2	12037.137	5555.602	69.445	
		C- 3	12698.872	5861.018	73.263	
		D- 4	13397.436	6183.432	77.293	
		E- 5	14132.826	6522.843	81.536	
02700 D/H	DIR POLICE SERVICES	A- 1	10764.358	4968.165	62.102	2080.00
		B- 2	11683.105	5392.202	67.403	
		C- 3	11981.000	5529.692	69.121	
		D- 4	12639.956	5833.826	72.923	
		E- 5	13335.151	6154.685	76.934	
02800 D/H	DIR PUBLIC WORKS	A- 1	12707.188	5864.856	73.311	2080.00
02810 D/H	DIR FINANCE	B- 2	13405.750	6187.269	77.341	
		C- 3	14143.520	6527.778	81.597	
		D- 4	14921.680	6886.929	86.087	
		E- 5	15742.610	7265.820	90.823	
03000 BAT	BATTALION CHIEF	A- 1	11221.453	5179.132	46.242	2912.00
		B- 2	11787.979	5440.606	48.577	
		C- 3	12383.329	5715.383	51.030	
		D- 4	12984.950	5993.054	53.509	
		E- 5	13637.958	6294.442	56.200	
03900 MT	TECHNOLOGY SVCS MGR	A- 1	9946.202	4590.555	57.382	2080.00
		B- 2	10492.696	4842.783	60.535	
		C- 3	11071.269	5109.816	63.873	
		D- 4	11678.352	5390.009	67.375	
		E- 5	12321.079	5686.652	71.083	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
04000	MT	UTILITY SERVICES MGR	A- 1	9781.018	4514.316	56.429	2080.00
04010	MT	MUNI SERVICES MGR	B- 2	10318.972	4762.602	59.533	
			C- 3	10886.517	5024.546	62.807	
			D- 4	11485.275	5300.896	66.261	
			E- 5	12116.965	5592.445	69.906	
05000	MT	HUMAN RESOURCE MGR	A- 1	9428.219	4351.486	54.394	2080.00
05010	MT	FINANCE MANAGER	B- 2	9946.202	4590.555	57.382	
			C- 3	10493.886	4843.332	60.542	
			D- 4	11071.269	5109.816	63.873	
			E- 5	11678.352	5390.009	67.375	
05100	MT	CITY CLERK	A- 1	9327.393	4304.951	53.812	2080.00
			B- 2	9793.763	4520.198	56.502	
			C- 3	10283.451	4746.208	59.328	
			D- 4	10797.623	4983.518	62.294	
			E- 5	11337.504	5232.694	65.409	
05200	MT	ASST DIR OF PLANNING	A- 1	8605.811	3971.913	49.649	2080.00
05210	MT	MUNICIPAL AFFRS MGR	B- 2	9079.131	4190.368	52.380	
			C- 3	9578.483	4420.838	55.260	
			D- 4	10105.299	4663.984	58.300	
			E- 5	10661.090	4920.503	61.506	
05400	MT	DIR PURCHASING SVCS	A- 1	8146.334	3759.846	46.998	2080.00
05410	MT	ASST DIR OF PLCE SVC	B- 2	8595.410	3967.112	49.589	
05440	MT	LIBRARY SVCS MANAGER	C- 3	9068.247	4185.345	52.317	
05450	MT	PARK & REC SVCS MGR	D- 4	9567.221	4415.640	55.196	
05460	MT	FAM & HUMAN SVCS MGR	E- 5	10093.518	4658.547	58.232	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
12200	FIRE	ENVIRON PROGRAM MGR	A- 1	9560.734	4412.646	55.158	2080.00
12210	FIRE	DEPUTY FIRE MARSHAL	B- 2	10086.576	4655.343	58.192	
			C- 3	10641.336	4911.386	61.392	
			D- 4	11226.610	5181.512	64.769	
			E- 5	11844.073	5466.495	68.331	
12300	FIRE	FIRE&ENV SAF INSP II	A- 1	7752.428	3578.044	44.726	2080.00
			B- 2	8178.809	3774.835	47.185	
			C- 3	8628.643	3982.451	49.781	
			D- 4	9103.220	4201.486	52.519	
			E- 5	9603.898	4432.568	55.407	
12400	MT	CAPITAL IMPRVMTS MGR	A- 1	9063.964	4183.368	52.292	2080.00
			B- 2	9562.359	4413.396	55.167	
			C- 3	10088.419	4656.193	58.202	
			D- 4	10643.280	4912.283	61.404	
			E- 5	11228.662	5182.459	64.781	
12510	MISC	TRAFFIC ENGINEER	A- 1	8130.751	3752.654	46.908	2080.00
			B- 2	8577.940	3959.049	49.488	
			C- 3	9049.728	4176.798	52.210	
			D- 4	9547.465	4406.522	55.082	
			E- 5	10072.574	4648.880	58.111	
12800	FIRE	FIRE CAPTAIN	A- 1	9119.544	4209.020	36.565	2992.86
			B- 2	9599.588	4430.579	38.490	
			C- 3	10129.764	4675.276	40.616	
			D- 4	10654.928	4917.659	42.721	
			E- 5	11236.492	5186.073	45.053	
13110	FIRE	EPD-FPB SPECIALIST	A- 1	8677.104	4004.817	50.060	2080.00
			B- 2	9138.345	4217.698	52.721	
			C- 3	9619.642	4439.835	55.498	
			D- 4	10129.764	4675.276	58.441	
			E- 5	10668.716	4924.023	61.550	
13200	MISC	ASSOC CIVIL ENGINEER	A- 1	7680.625	3544.904	44.311	2080.00
			B- 2	8107.128	3741.751	46.772	
			C- 3	8563.332	3952.307	49.404	
			D- 4	9039.734	4172.185	52.152	
			E- 5	9562.469	4413.447	55.168	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
13410	CONF	SR BUDGET ANALYST C	A- 1	7896.579	3644.575	45.557	2080.00
13420	CONF	SENIOR HR ANALYST	B- 2	8330.891	3845.027	48.063	
			C- 3	8789.090	4056.503	50.706	
			D- 4	9272.491	4279.611	53.495	
			E- 5	9782.478	4514.990	56.437	
13673	MISC	ST & GRNDS MTC SUPT	A- 1	6898.900	3184.108	39.801	2080.00
13680	MISC	ASSOCIATE PLANNER	B- 2	7285.010	3362.312	42.029	
			C- 3	7680.625	3544.904	44.311	
			D- 4	8119.009	3747.235	46.840	
			E- 5	8563.332	3952.307	49.404	
13810	FIRE	FIRE ENGINEER	A- 1	7829.824	3613.765	31.394	2992.86
			B- 2	8239.676	3802.927	33.037	
			C- 3	8683.370	4007.709	34.816	
			D- 4	9119.544	4209.020	36.565	
			E- 5	9733.556	4492.410	39.027	
13900	CONF	SENIOR ACCOUNTANT	A- 1	7271.942	3356.281	41.954	2080.00
			B- 2	7666.369	3538.324	44.229	
			C- 3	8085.744	3731.882	46.649	
			D- 4	8526.504	3935.310	49.191	
			E- 5	8991.024	4149.703	51.871	
14000	MISC	SYSTEMS ANALYST	A- 1	6943.056	3204.487	40.056	2080.00
14020	CONF	HUMAN RESRCE ANALYST	B- 2	7324.924	3380.734	42.259	
			C- 3	7727.795	3566.675	44.583	
			D- 4	8152.825	3762.842	47.036	
			E- 5	8601.230	3969.798	49.622	
14300	CONF	ACCOUNTANT	A- 1	6098.166	2814.538	35.182	2080.00
14310	CONF	PUBLIC INFO OFFICER	B- 2	6422.499	2964.230	37.053	
			C- 3	6786.037	3132.017	39.150	
			D- 4	7162.643	3305.835	41.323	
			E- 5	7560.633	3489.523	43.619	
14400	MISC	CIVIL ENGR ASST I	A- 1	6285.876	2901.174	36.265	2080.00
14410	MISC	ASSISTANT PLANNER I	B- 2	6630.406	3060.187	38.252	
			C- 3	6995.130	3228.522	40.357	
			D- 4	7380.054	3406.179	42.577	
			E- 5	7786.360	3593.705	44.921	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
14500	CONF	SR MGMT ANALYST	A- 1	7060.473	3258.680	40.733	2080.00
14510	MISC	WATER UTILITY SUPV	B- 2	7438.267	3433.046	42.913	
			C- 3	7833.882	3615.638	45.195	
			D- 4	8255.633	3810.292	47.629	
			E- 5	8699.957	4015.365	50.192	
14610	MISC	PUB WORKS INSPECTOR	A- 1	6193.209	2858.404	35.730	2080.00
14620	MISC	CIVIL ENGR TECH II	B- 2	6534.174	3015.773	37.697	
			C- 3	6892.960	3181.366	39.767	
			D- 4	7271.942	3356.281	41.954	
			E- 5	7671.122	3540.518	44.256	
14740	MISC	COMPUTER SPECLST III	A- 1	6093.415	2812.345	35.154	2080.00
14754	MISC	LIBRARIAN II	B- 2	6434.380	2969.714	37.121	
14755	MISC	LIBRARIAN II TECH	C- 3	6796.729	3136.952	39.212	
14760	MISC	WTR SYSTEMS OPERATOR	D- 4	7162.643	3305.835	41.323	
			E- 5	7560.633	3489.523	43.619	
14810	FIRE	FIRE/ENV SFT INSP I	A- 1	6731.869	3107.016	38.838	2080.00
			B- 2	7085.320	3270.148	40.877	
			C- 3	7456.319	3441.378	43.017	
			D- 4	7847.372	3621.864	45.273	
			E- 5	8259.730	3812.183	47.652	
14910	MISC	CODE ENFORCMT INSP I	A- 1	5858.184	2703.777	33.797	2080.00
14980	MISC	MECHANIC II	B- 2	6173.011	2849.082	35.614	
			C- 3	6538.927	3017.966	37.725	
			D- 4	6898.900	3184.108	39.801	
			E- 5	7271.942	3356.281	41.954	
15000	MISC	LIBRARIAN III	A- 1	6549.619	3022.901	37.786	2080.00
15005	MISC	FLEET SEC SUPERVISOR	B- 2	6904.840	3186.849	39.836	
15021	MISC	ST & GRNDS MTC SUPV	C- 3	7282.634	3361.216	42.015	
15023	MISC	FACILITY SEC SUPV	D- 4	7680.625	3544.904	44.311	
15030	MISC	TRAF SGNL & LGT SUPV	E- 5	8098.812	3737.913	46.724	
15040	MISC	COMMUNITY SVCS SUPVR					
15050	MISC	MUNICIPAL SVCS SUPV					
15060	MISC	YTH INTRVNTN PRG SUP					
15070	MISC	PSO SUPERVISOR					

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15100	MISC	ASST CIVIL ENGINEER	A- 1	6111.667	2820.769	35.260	2080.00
			B- 2	6446.995	2975.536	37.194	
			C- 3	6802.376	3139.558	39.244	
			D- 4	7176.696	3312.321	41.404	
			E- 5	7571.070	3494.340	43.679	
15200	FIRE	FF/PARA II	A- 1	7809.653	3604.455	31.313	2992.86
			B- 2	8239.183	3802.700	33.035	
			C- 3	8692.338	4011.848	34.852	
			D- 4	9170.416	4232.500	36.769	
			E- 5	9674.790	4465.288	38.791	
15300	FIRE	FF/PARA I	A- 1	7401.918	3416.270	29.678	2992.86
			B- 2	7809.025	3604.165	31.311	
			C- 3	8238.521	3802.394	33.033	
			D- 4	8691.639	4011.526	34.849	
			E- 5	9169.681	4232.160	36.766	
15400	FIRE	FF/PARA TRAINEE	A- 1	7016.444	3238.359	28.133	2992.86
			B- 2	7402.349	3416.469	29.680	
			C- 3	7809.478	3604.374	31.312	
			D- 4	8238.999	3802.615	33.035	
			E- 5	8692.146	4011.760	34.852	
15520	MISC	PRG COORD-PARK/YOUTH	A- 1	6012.630	2775.060	34.688	2080.00
15530	MISC	PROGRAM COORDINATOR	B- 2	6344.088	2928.041	36.601	
			C- 3	6692.183	3088.700	38.609	
			D- 4	7060.473	3258.680	40.733	
			E- 5	7447.771	3437.433	42.968	
15630	MISC	LEAD PSO	A- 1	5563.552	2567.793	32.097	2080.00
15640	MISC	WTR UTILITY LEAD WKR	B- 2	5870.064	2709.260	33.866	
			C- 3	6193.209	2858.404	35.730	
			D- 4	6534.174	3015.773	37.697	
			E- 5	6892.960	3181.366	39.767	
15700	MISC	LIBRARIAN I	A- 1	5679.980	2621.529	32.769	2080.00
15710	CONF	DEPUTY CITY CLERK	B- 2	5992.432	2765.738	34.572	
			C- 3	6321.517	2917.623	36.470	
			D- 4	6669.610	3078.282	38.479	
			E- 5	7035.524	3247.165	40.590	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15820	MISC	MGMT ANALYST II	A- 1	6328.646	2920.914	36.511	2080.00
15830	MISC	ELECTRICIAN	B- 2	6677.926	3082.120	38.526	
			C- 3	7046.216	3252.100	40.651	
			D- 4	7433.515	3430.853	42.886	
			E- 5	7842.199	3619.476	45.243	
16040	MISC	TRF SIG LGT TECH II	A- 1	5480.391	2529.411	31.618	2080.00
			B- 2	5780.962	2668.136	33.352	
			C- 3	6093.415	2812.345	35.154	
			D- 4	6435.567	2970.262	37.128	
			E- 5	6786.037	3132.017	39.150	
16110	MISC	MGMT ANALYST I	A- 1	5354.458	2471.288	30.891	2080.00
			B- 2	5649.091	2607.273	32.591	
			C- 3	5959.167	2750.385	34.380	
			D- 4	6288.252	2902.270	36.278	
			E- 5	6632.783	3061.284	38.266	
16200	FIRE	FIREFIGHTER	A- 1	6651.203	3069.786	26.668	2992.86
			B- 2	7017.020	3238.625	28.135	
			C- 3	7402.957	3416.749	29.682	
			D- 4	7810.119	3604.670	31.315	
			E- 5	8239.676	3802.927	33.037	
16445	MISC	STR/GRD LEAD WORKER	A- 1	5271.297	2432.906	30.411	2080.00
16450	MISC	HUMN SVC CASE WKR II	B- 2	5561.176	2566.697	32.084	
16460	MISC	FACILITIES LEAD WKR	C- 3	5867.690	2708.165	33.852	
			D- 4	6189.645	2856.759	35.709	
			E- 5	6530.610	3014.128	37.677	
16620	MISC	PUB WKS DEPT SECTY	A- 1	4956.468	2287.601	28.595	2080.00
16630	CONF	SEC TO CITY MGR & CC	B- 2	5228.528	2413.167	30.165	
16640	MISC	PROGRAM ASSIST PLAN	C- 3	5516.032	2545.861	31.823	
			D- 4	5820.167	2686.231	33.578	
			E- 5	6139.748	2833.730	35.422	
16800	CONF	ACCOUNT CLERK SUPV	A- 1	5480.391	2529.411	31.618	2080.00
			B- 2	5780.962	2668.136	33.352	
			C- 3	6093.415	2812.345	35.154	
			D- 4	6435.567	2970.262	37.128	
			E- 5	6786.037	3132.017	39.150	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
17080	MISC	YTH INTRVNTN CSE WKR	A- 1	4986.168	2301.308	28.766	2080.00
17090	MISC	HUMAN SVCS CS WKR I	B- 2	5258.228	2426.874	30.336	
			C- 3	5542.168	2557.924	31.974	
			D- 4	5858.184	2703.777	33.797	
			E- 5	6173.011	2849.082	35.614	
17210	MISC	ACCOUNT CLERK III	A- 1	4826.972	2227.833	27.848	2080.00
17240	MISC	BUS DRIVER III	B- 2	5093.093	2350.658	29.383	
17250	MISC	MECHANIC I	C- 3	5372.280	2479.514	30.994	
17260	CONF	ACCOUNT CLERK III C	D- 4	5671.662	2617.690	32.721	
			E- 5	5976.988	2758.610	34.483	
17500	MISC	TRAF & LITE TECH I	A- 1	4754.503	2194.386	27.430	2080.00
17510	MISC	FACILITY SPECIALIST	B- 2	5019.435	2316.662	28.958	
17530	MISC	WATER UTILITY WORKER	C- 3	5293.869	2443.324	30.542	
17550	CONF	HR SPECIALIST	D- 4	5584.937	2577.663	32.221	
17560	MISC	MAINTENANCE WKR II	E- 5	5876.004	2712.002	33.900	
17570	MISC	COMMUNICATION SPCLST					
18010	MISC	ACCOUNT CLERK II	A- 1	4330.375	1998.635	24.983	2080.00
18020	MISC	MAINTENANCE WORKER	B- 2	4560.854	2105.010	26.313	
18030	MISC	BUS DRIVER II	C- 3	4821.032	2225.092	27.814	
18040	MISC	STOREKEEPER	D- 4	5082.399	2345.723	29.322	
18050	MISC	WATER METER READER	E- 5	5355.646	2471.837	30.898	
18060	MISC	ASST TRAF/LITE TECH					
18085	MISC	BLDG PERMIT CLERK II					
18510	MISC	COMM SVCS SPECIALIST	A- 1	4074.947	1880.745	23.509	2080.00
			B- 2	4294.736	1982.186	24.777	
			C- 3	4527.589	2089.656	26.121	
			D- 4	4773.511	2203.159	27.539	
			E- 5	5031.315	2322.145	29.027	
18810	MISC	ACCOUNT CLERK I	A- 1	3895.556	1797.949	22.474	2080.00
18815	MISC	ADMIN ASSISTANT II	B- 2	4111.778	1897.744	23.722	
			C- 3	4330.375	1998.635	24.983	
			D- 4	4560.854	2105.010	26.313	
			E- 5	4821.032	2225.092	27.814	
19615	MISC	ADMIN ASSISTANT I	A- 1	3501.129	1615.906	20.199	2080.00
19620	MISC	LIBRARY CLERK I	B- 2	3695.967	1705.831	21.323	
			C- 3	3899.120	1799.594	22.495	
			D- 4	4104.650	1894.454	23.681	
			E- 5	4330.375	1998.635	24.983	

PAYROLL SYSTEM
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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/03/2022

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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
52010	PART	COMM SVCS LEAD II B	A- 1			17.151	
			B- 2			18.015	
			C- 3			18.912	
			D- 4			19.852	
			E- 5			20.852	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
70400	NB	PUBLIC SAFETY OFCR	A- 1			20.798	
70410	NB	CODE ENFORCMT INSP I	B- 2			21.959	
			C- 3			23.223	
			D- 4			24.522	
			E- 5			25.830	
70545	NB	LITERACY INTERN N	A- 1			15.600	
70580	NB	ADMIN INTERN N	B- 2			16.391	
			C- 3			17.292	
			D- 4			18.242	
			E- 5			19.249	
70700	NB	HUMAN SVCS CS WKR I	A- 1			25.452	
			B- 2			26.885	
			C- 3			28.319	
			D- 4			29.849	
			E- 5			31.550	
71050	NB	ELECTRICIAN APPRENT	A- 1			15.600	
71060	NB	MECHANIC APPRENTICE	B- 2			15.600	
			C- 3			16.308	
			D- 4			17.127	
			E- 5			17.981	
72100	NB	INSTR LIFEGUARD IIIN	A- 1			21.959	
			B- 2			23.161	
			C- 3			24.497	
			D- 4			25.867	
			E- 5			27.249	
72300	NB	INSTR LIFEGUARD II N	A- 1			18.569	
72310	NB	COM SVCS LEAD III N	B- 2			19.591	
			C- 3			20.670	
			D- 4			21.805	
			E- 5			23.002	
72400	NB	INSTR LIFEGUARD I N	A- 1			17.604	
			B- 2			18.569	
			C- 3			19.591	
			D- 4			20.670	
			E- 5			21.805	

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
72540	NB	HERITAGE PK RANGER N	A- 1			15.600	
72560	NB	PSO APPRENTICE N	B- 2			15.600	
			C- 3			16.250	
			D- 4			17.067	
			E- 5			17.919	
72600	NB	LIB INFO DESK ASST	A- 1			18.408	
			B- 2			19.422	
			C- 3			20.489	
			D- 4			21.618	
			E- 5			22.806	
72710	NB	ADMIN CLERK I NB	A- 1			15.600	
			B- 2			15.932	
			C- 3			16.809	
			D- 4			17.733	
			E- 5			18.708	
72800	NB	BUS DRIVER I NB	A- 1			17.680	
			B- 2			18.652	
			C- 3			19.677	
			D- 4			20.760	
			E- 5			21.902	
73000	NB	COMM SVCS LEAD II N	A- 1			15.600	
			B- 2			15.600	
			C- 3			16.012	
			D- 4			16.820	
			E- 5			17.658	
73100	NB	FINANCE OFFICE AIDE	A- 1			15.600	
			B- 2			15.600	
			C- 3			16.012	
			D- 4			16.820	
			E- 5			17.658	
74410	NB	LIBRARY SVCS AIDE N	A- 1			15.600	
74420	NB	COMM SVCS LEAD I N	B- 2			15.600	
74430	NB	PUBLIC WORKS AIDE N	C- 3			15.600	

PAYROLL SYSTEM
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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/03/2022

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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
74440	NB	OFFICE AIDE N	A- 1			15.600	
74450	NB	AQUATICS AIDE N	B- 2			15.600	
			C- 3			15.600	
			D- 4			15.944	
			E- 5			16.737	
78000	NB	LITERACY ASSISTANT N	A- 1			16.735	
78010	NB	COMPUTER TECHNICIAN	B- 2			17.655	
78020	NB	ENVIRONMENTAL INTERN	C- 3			18.625	
			D- 4			19.651	
			E- 5			20.731	
79800	NB	REC INSTRUCTOR	A- 1			32.925	
			K-11			27.703	
			N-14			23.085	
			P-16			20.008	
			V-22			15.971	
			X-24			15.600	

PROPOSAL TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY

FOR THE

CITY OF SANTA FE SPRINGS

SEPTEMBER 2022

PREPARED BY

Matthew Weatherly, President



PROPOSAL TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY FOR THE CITY OF SANTA FE SPRINGS

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Please visit www.pspc.us for work samples and additional resources

PUBLIC SECTOR PERSONNEL CONSULTANTS

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

LETTER OF TRANSMITTAL

PUBLIC SECTOR PERSONNEL CONSULTANTS



**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

August 29, 2022

Ms. Debbie Ford
Human Resources Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Ms. Ford and Selection Team,

Pursuant to your request, we are pleased to provide you with a proposal and qualifications to assist the City with a classification and compensation study. We specialize in these services and have implemented classification and compensation plans for more than 1,100 public employers nationwide, including more than 450 municipal employers and over 100 public employers in California.

Current and recently completed studies include those for the Cities of Riverside, Colton, San Bernardino, Banning, Ventura, Huntington Beach, Escondido, San Juan Capistrano, Montebello, Thousand Oaks, Bell Gardens, La Verne, Westlake Village, Azusa, and Salinas.

We believe our firm is uniquely qualified for this study. We will utilize only full-time, certified Human Resources professionals for the study, with combined greater than 100 years of experience in the fields of human resources, compensation, and labor relations. We have been providing customized classification and consulting services to the public sector since 1991.

Our proposed approach will be customized to meet the City's needs. We are confident that our extensive public employers classification and compensation experience, knowledge of public employers in California, large specialized and highly qualified full-time staff, proven methods, unique **EZ COMP™** application to ensure your self-sufficiency, and one year of implementation support and assistance at no cost, will achieve all of the City's objectives for an important project of this nature.

Thank you for your interest in our firm's services. If we can provide any additional information, such as samples of recent similar studies, or if you would like to visit further or in person about the City's project needs, please contact me at any time.

Sincerely,

Matthew Weatherly, President
(888) 522-7772
matt@pspc.us

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**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

QUALIFICATIONS OF OUR FIRM

*HISTORY AND FACTS ABOUT OUR FIRM
RECENT CALIFORNIA EMPLOYERS SERVED
RECENT MUNICIPAL EMPLOYERS SERVED*

PUBLIC SECTOR PERSONNEL CONSULTANTS

HISTORY AND FACTS ABOUT OUR FIRM

- **HISTORY OF OUR FIRM**

Public Sector Personnel Consultants (PSPC) originated in 1972 with the Public Sector Group of the international human resources consulting firm of Hay Associates. PSPC was established as an independent firm in 1982. We are a single-owner, debt-free subchapter-S corporation.

- **REGIONAL STAFF**

We have regional offices or affiliates in Los Angeles, CA, Sacramento, CA, Austin, TX, Dallas, TX, Chicago, IL, St. Paul, MN, and Phoenix (Mesa), AZ.

- **SPECIALIZED IN COMPENSATION SERVICES**

We are "super-specialists" in compensation, providing services in job analysis, position classification, job content evaluation, compensation, and directly related services. **Over 98% of our classification and compensation studies have been successfully implemented by our clients.**

- **SPECIALIZED IN PUBLIC SECTOR CLIENTS**

We provide services exclusively to public sector employers including municipalities, counties, utility districts, library districts, special districts, state governments, housing and redevelopment agencies, airport authorities, school districts, higher education, and tribal governments.

- **SPECIALIZED COMPENSATION STAFF**

Our staff is comprised of eight (8) full time and an additional five (5) part time senior human resources professionals with very extensive experience as compensation managers and consultants for public employers. Our staff has more than 100 years of combined experience working for and consulting to public sector employers.

- **OVER 1,100 PUBLIC EMPLOYERS SERVED**

Our staff members have provided compensation, human resources, training and related consulting services to more than 1,100 public and 200 private employers throughout the U.S.

- **AMERICAN COMPENSATION ASSOCIATION PARTICIPATION (ACA) (NOW WORLDATWORK)**

Our consultants are active members of ACA, including serving as instructors for the ACA certification courses.

- **SPECIALIZED COMPENSATION AND RELATED RESOURCES**

We utilize our **EZ COMP™** salary survey and plan program, modified **FES** point-factor job evaluation system, **AEP™** performance evaluation plan, and **SNAP™** staffing needs analysis program.

- **FIRST YEAR IMPLEMENTATION WARRANTY**

We provide our clients with extensive implementation support during the first year, and we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job class, at no additional cost.

RECENT CALIFORNIA EMPLOYERS SERVED BY MEMBERS OF OUR STAFF

Apple Valley, Town of	Sacramento Housing Authority
Azusa, City of	Salinas, City of
Bell Gardens, City of	San Bernardino, City of
Banning, City of	San Clemente, City of
Capitol Area Development Authority	San Juan Capistrano, City of
Colton, City of, CA	Santa Ana, City of (SEIU)
Commerce, City of	Santa Cruz Port District
Culver City, City of	South Gate, City of
Indian Wells, City of	Upland, City of
Monterey/Salinas Transit	Vernon, City of
Monterey, City of	Victorville, City of
Riverside, City of	Westlake Village, City of

Active 2022: Huntington Beach, Escondido, Ventura, Rancho Palos Verdes

ADDITIONAL RECENT MUNICIPAL EMPLOYERS SERVED BY OUR STAFF

Addison, Town of, TX	Frisco, City of, TX	Odessa, City of, TX
Aliso Viejo, City of, CA	Georgetown, City of, TX	Pearland, City of, TX
Allen, City of, TX	Grand Forks, City of, ND	Plano, City of, TX
Benbrook, City of, TX	Grapevine, City of, TX	Prosper, Town of, TX
Bothell, City of, WA	Haltom City, City of, TX	Rio Rancho, City of, NM
Bozeman, City of, MT	Highland Park, Town of, TX	Rockwall, City of, TX
Carrollton, City of, TX	Kerrville, City of, TX	Roswell, City of, NM
Casa Grande, City of, AZ	Killeen, City of, TX	Rowlett, City of, TX
Centralia, City of, WA	Lamar, City of, CO	Scottsdale, City of, AZ
Dallas, City of, TX	Las Cruces, City of, NM	Tomball, City of, TX
Denton, City of, TX	Lisle, Village of, IL	Winslow, City of, AZ
Edmonds, City of, WA	Maricopa, City of, AZ	Woodlands Township, TX
El Paso, City of, TX	Minot, City of, ND	University Park, City of, TX
Fairview, Town of, TX	Mountain Village, Town of, CO	
Fort Worth, City of, TX	Oak Brook, Village of, IL	

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

QUALIFICATIONS OF OUR STAFF

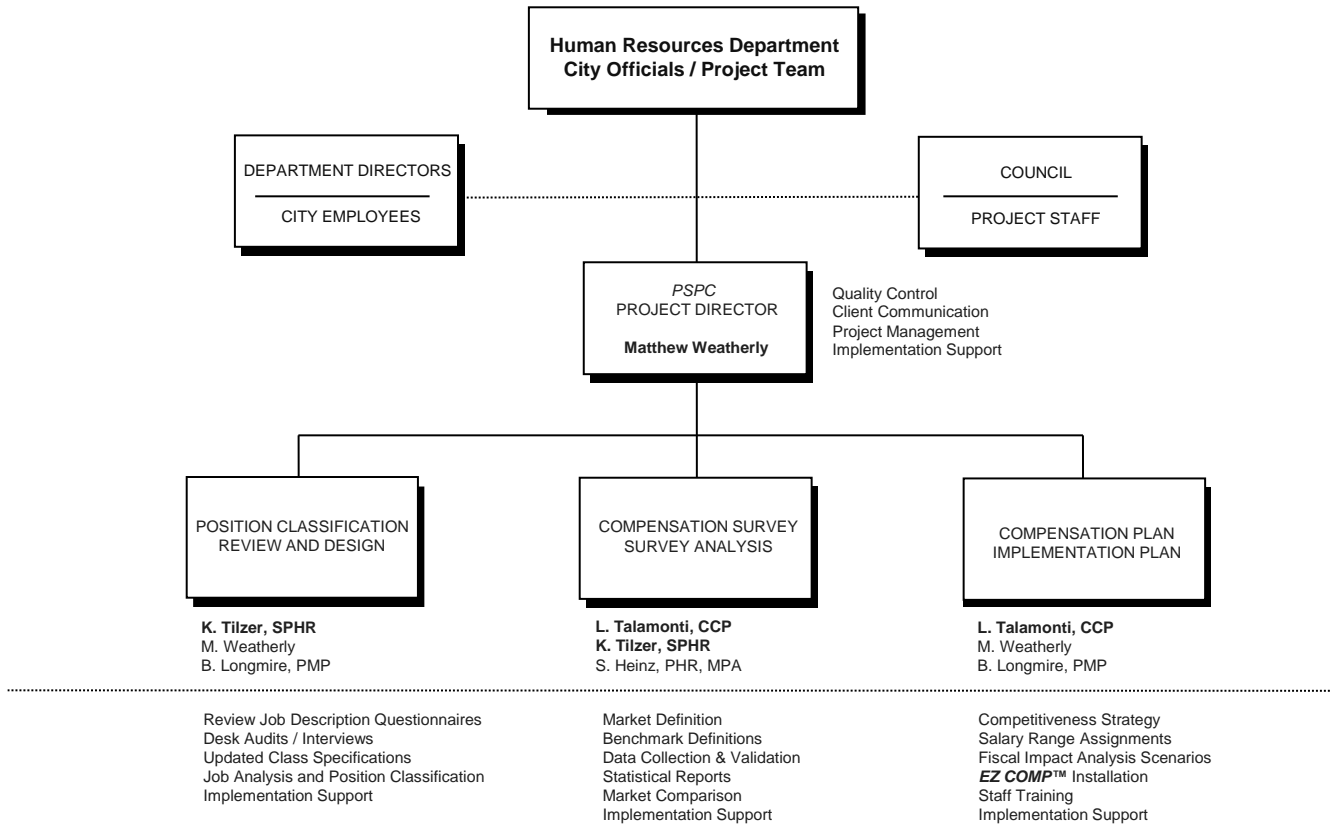
*PROJECT TEAM ORGANIZATION CHART
RESUMES OF PROJECT TEAM MEMBERS*

PUBLIC SECTOR PERSONNEL CONSULTANTS

CITY OF SANTA FE SPRINGS

CLASSIFICATION AND COMPENSATION STUDY

PROJECT TEAM ORGANIZATION CHART



MATTHEW E. WEATHERLY, PRESIDENT, PROJECT LEADER

Overall Project Communication, Compensation Survey QC and Review; Presentations

Mr. Weatherly has over 20 years of experience as a human resources management professional and consultant, specializing in position classification, compensation, recruitment and selection. He has served as a Human Resources Manager with Employee Solutions, Inc. and Staffing Consultant with Initial Staffing Services.

He has completed projects in staff development, recruitment, selection, job descriptions, salary survey, and salary plan development. Among his current and recently completed consulting projects are those for:

Banning, City of, CA
Big Bear Lake, City of, CA
Commerce, City of, CA
Inglewood, City of, CA

Monterey, City of, CA
North County Fire, CA
Redwood City, City of CA
Rialto, City of, CA

Salinas, City of, CA
San Clemente, City of, CA
Scottsdale, City of, AZ
Westlake Village, City of, CA

Mr. Weatherly holds a BS degree in Human Resources Management from Arizona State University's WP Carey School of Business. He has been a featured speaker at City Manager and HR meetings throughout the US.

ELIZABETH J. LOCURTO, CCP, VICE PRESIDENT

Position Classification; Compensation Survey QC and Review

Ms. LoCurto has over 30 years of experience as a compensation manager and consultant for public and private employers, specializing in job analysis, salary surveys, and salary plan development. She has served as Compensation Research Associate for Hayes/Hill, Inc., Senior Compensation Analyst for AON Corporation, Compensation Manager for Loyola University, and Project Manager for the American Compensation Association.

She has conducted projects in job audits, job descriptions, salary surveys, compensation database management, compensation plan development, compensation training course development, and compensation trend research. Among her consulting projects are:

<i>Apple Valley, Town of, CA</i>	<i>Highland, City of, CA</i>	<i>Sacramento, City of, CA</i>
<i>California Family Health Council</i>	<i>Midland, City of, TX</i>	<i>Seaside, City of, CA</i>
<i>El Paso, City of, TX</i>	<i>Oakland, City of, CA</i>	<i>State Bar of Texas</i>
<i>Fresno, City of, CA</i>	<i>Pomona, City of, CA</i>	<i>Stockton, City of, CA</i>

Ms. LoCurto holds a BS degree in Business Administration from Arizona State University. She holds the Certified Compensation Professional (CCP) designation from the American Compensation Association.

KATHERINE TILZER, SPHR, VICE PRESIDENT

Position Classification; Job Description Writing Supervision; Career Ladders and Job Families

Ms. Tilzer has more than 25 years of experience as a human resources manager and consultant, specializing in employee relations, compensation, and recruitment. She has served as Personnel Manager for Laboratory Corporation of America, Director of Human Resources for Plaza Healthcare, Inc., and Director of Human Resources for American Baptist Homes.

<i>Agoura Hills, City of, CA</i>	<i>Indian Wells, City of, CA</i>	<i>Sacramento City Schools, CA</i>
<i>Azusa, City of, CA</i>	<i>Lake Havasu City, AZ</i>	<i>San Bernardino Assn of Govt's, CA</i>
<i>Castro Valley Sanitary Dist., CA</i>	<i>Monterey Transit Dist., CA</i>	<i>Victorville, City of, CA</i>
<i>Culver City, City of, CA</i>	<i>Pacific Grove, City of</i>	<i>Water Facilities Authority, CA</i>

She holds a BS degree in Management from the University of Phoenix, and certification as Senior Professional in Human Resources from the Society for Human Resources Management.

BOB LONGMIRE, PMP, PROJECT LEADER

Total Compensation Survey; Data Integrity; Project Communication

Mr. Longmire has more than 15 years of project management experience and consulting for public employers, specializing in employee development, classification, and compensation. He has served as National Sales Director for Connexion Technologies and Brand Marketing Manager for Plink.

He has completed projects in job analysis, position classification, compensation surveys and plan development. Among his consulting projects are those for:

<i>Bell Gardens, City of, CA</i>	<i>Montebello, City of, CA</i>	<i>Pitkin County, CO</i>
<i>Colton, City of, CA</i>	<i>Salinas, City of CA</i>	<i>Riverside, City of, CA</i>
<i>La Verne, City of, CA</i>	<i>Greater Orlando Airport, FL</i>	<i>San Bernardino, City of, CA</i>
<i>Monterey, City of, CA</i>	<i>King County Library Systems, WA</i>	<i>Santa Ana, City of, CA</i>

Mr. Longmire holds a BS degree in Administration from Colorado Christian University and designation as Project Management Professional from the Project Management Institute.

SAMUEL HEINZ, MPA, PHR

Position Classification; Job Description Writing Supervision; Career Ladders and Job Families

Mr. Heinz has conducted projects in job analysis, position classification, job evaluation, compensation surveys, and compensation plan development. Among his recent client projects are those for:

*Addison, Town of, TX
Apache Junction, City of, AZ
Bismarck, City of, ND
Carrollton, City of, TX*

*DeSoto, City of, TX
Galveston, City of, TX
Midland, City of, TX
Odessa, City of, TX*

*Prosper, Town of, TX
Teton County, WY
The Colony, City of, TX
Williston, City of, ND*

Mr. Heinz holds a MA degree in Public Administration from Texas Tech.

PUBLIC SECTOR PERSONNEL CONSULTANTS proposes to utilize only full-time members of our firm to complete all of the project tasks and objectives. In order to maintain complete control of the project tasks and deadlines, we will not utilize subcontractors for the completion of the project.

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

REFERENCES

REPRESENTATIVE PROJECT REFERENCES

Following is a listing of agencies which are representative of more than 1,100 employers, for whom members of our firm have services similar to those requested by the City.

MONTEBELLO, CITY OF, CA

Mr. Nicholas Razo, Director of HR
1600 W. Beverly Blvd
Montebello, CA 90640
(323) 887-1377
NRazo@cityofmontebello.com

FY 2021/22 Classification and Comp Study

SAN JUAN CAPISTRANO, CITY OF, CA

Mr. Sam Penrod, HR / Risk Manager
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
(949) 234-4565
SPenrod@sanjuancapistrano.org

Classification and FY 2017 Compensation Study

RIVERSIDE, CITY OF, CA

Ms. Miriana Gonzalez, Deputy HR Director
3900 Main Street
Riverside, CA 92522
(951) 826-5808
mgonzalez@riversideca.gov

FY 2020 SEIU, 2022 POA Compensation Study

ESCONDIDO, CITY OF, CA

Ms. Jessica Perpetua, HR Director
201 N. Broadway
Escondido, CA 92025
(760) 839-4016
jperpetua@escondido.org

FY 2022 Classification and Compensation Study

DALLAS, CITY OF, TX

Ms. Carmel Fritz, Deputy Director
1500 Marilla Street
Dallas, TX 75201
(214) 670-7391
carmel.fritz@dallascityhall.com

FY 2022 Class and Compensation Study

SCOTTSDALE, CITY OF, AZ

Mr. Jim Thompson, City Manager
3939 N. Drinkwater Blvd
Scottsdale, AZ 85251
(480) 312-2800
jthompson@scottsdaleaz.gov

FY 2022 Compensation Study Update
FY 2018 Class and Compensation Study

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

WORK PLAN

SUMMARY OF SERVICES AND APPROACH

PROJECT UNDERSTANDING: SUMMARY OF SERVICES FOR THE CITY

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a classification and compensation study.

Project Planning and Communication

1. Project planning and scheduling meetings with the City's Human Resources Staff, project designee(s)
2. Policy input and project direction meeting and briefing with Council, Human Resources and designee(s)
3. Project briefing presentation for all employees, Council, City officials, City's project leaders
4. Management and employee communication, progress reports throughout all project phases
5. Assistance with development and communication with a committee of employee representatives

Classification Project Tasks

6. Occupational familiarization by review of City's current class specifications and compensation plans
7. Organizational familiarization by review of City organization charts, budgets, and annual reports
8. Position Analysis Questionnaire (PAQ) customized for gathering City employee occupation data
9. Meetings to distribute and explain the PAQ and the project for all City officials and employees
10. Job interviews, desk audits / field observations with representatives of each class (140 included)
11. Recommended title modifications and reclassifications for consideration by department heads
12. Modeling of job families and career ladders to include possible job title consolidation / clean up
13. Review of position classification recommendations with City's project staff and respective departments
14. Facilitation of employee participation and feedback process on any proposed classification changes
15. Preparation of updated classification specifications for each included job classification (140 included)

Compensation Survey(s)

16. Confirmation of survey cities to include in external total compensation comparisons (up to 15)
17. Identification of City occupations to utilize as survey benchmark job classifications
18. Solicitation of comparator employers and agencies for participation in external compensation surveys
19. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
20. Total compensation and benefits survey by bargaining unit for comparisons per RFP
21. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
22. Computation of extent City's compensation offerings vary from external prevailing rates and practices
23. Review of competitiveness analysis with Human Resources, City Officials and City's project designees

Compensation Plan Development

24. Construction of optional salary range structures for review and selection by City's project leaders
25. Assignment of job classes to salary ranges by internal equity and external competitiveness
26. Assistance with City Council identification of desired, affordable salary competitiveness policy
27. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
28. Review and critique of draft salary and implementation plans with Human Resources, project leaders

Communication of Results and Implementation Strategies

29. Preparation and presentation of final project reports for the City Council, staff, and City Officials
30. Development of a plan for the implementation of City's updated classification and compensation plan
31. Uploading of **EZ COMP™** program files on a Human Resources Department computer, staff training
32. Development and provision of process for ongoing plan maintenance and subsequent plan updates
33. Assistance with communicating the City's updated plans for all City officials and employees

All services available in person or virtual

PROJECT APPROACH AND METHODOLOGY

Following is our overall work plan and approach to achieving the City's objectives for the conduct of a classification and compensation study.

A. OBJECTIVES OF THE PROJECT

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- | | |
|----------------------------------|---|
| - Internally equitable | - Financially responsible |
| - Externally competitive | - Efficiently administered |
| - Readily understood | - Inclusive of employee input |
| - Easily updated & maintained | - Reflective of City's values |
| - Legally compliant & defensible | - Reflective of prevailing "best practices" |

B. SCOPE OF THE PROJECT

The project could include: a management and employee communication plan; partnership with the City's Human Resources Manager, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; Position Analysis Questionnaire (PAQ) and job analysis for all classifications; worksite job information interviews; position classification and job title recommendations for all employees and classifications; FLSA interpretations; updated class specifications; **EZ COMP™**; internal equity and external competitiveness evaluation; total compensation survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated classification and compensation plan and classification and compensation plan implementation support for all included employees in all job classifications.

C. PROJECT METHODOLOGY

1. Quality Assurance

To ensure a high-quality project, we have built in several layers of procedural and statistical controls, in addition to those already in **EZ COMP™**. Internally, we follow a prescribed series of steps in each project phase, which are reviewed by our Project Director. We request that the Human Resources and City's Project Manager(s) review our work to minimize the chance of errors and to ensure that it reflects the City's organizational values.

2. Project Planning Meetings and Communication Plan Development

We will consult with the Human Resources Team and City Officials or representatives on a communication strategy, plan, and materials, beginning prior to the project and extending to the post-project information meetings. We plan to conduct group pre-project meetings for all City officials and employees where we will discuss the project's scope, answer questions, and distribute and explain the Position Analysis Questionnaire.

D. POSITION CLASSIFICATION ANALYSIS

1. Review of Essential Tasks – Position Analysis Questionnaire

We will review and analyze the current essential tasks, duties and responsibilities, and minimum qualifications of each included position through the Position Analysis Questionnaire (PAQ) to be completed by each employee (or group of employees with identical jobs) in print or electronic format. If the information on the PAQ does not clearly delineate the position's scope of responsibilities, we may return the PAQ to the position's incumbent for additional information or focus on the data gap during a worksite job information interview.

2. Employee Worksite Job Information Interviews

We can conduct a worksite job information interview with a representative incumbent of every requested job classification or for those we propose to change. The purpose of these interviews is to verify the data on the PAQ, obtain additional insight into the scope and complexity of the job duties, observe technical processes and working conditions, and to provide employees with an additional method of participation in the project. This process also ensures that we make all internal and external comparisons on the basis of actual job content and not merely job title.

3. FLSA Status Interpretation

We will review the essential tasks and minimum qualifications of each of the City's job classifications and subject them to the Fair Labor Standards Act tests to determine their exempt or non-exempt status.

4. Position Classification

Each of the City's positions will be analyzed and evaluated to determine their primary characteristics, including:

- Is there a current City occupational job group comprised of job classes with essential functions similar to the subject position; if so:
- To which of the group's job classes, and at what level, are the subject position's essential functions similar to the subject position, and if so:
- Are they sufficiently comparable (+/- 20% guideline) to be allocated to that job class, utilize the same job title, require the same minimum qualifications, and be assigned to the same salary range.
- If the City does not currently have a sufficiently comparable job class, what should be the subject position's occupational job class and title, and:
- What should the recommended occupational classification action be, No Change (N), Title Change (T), Merge With Other Job Class (M), New Job Class (J).
- We may find that a job class is overly broad and encompasses several job activities which are regarded with significant salary difference in the marketplace. In such an instance, we will recommend "splitting" the job class into the current job class and a new job class which encompasses the different job activities.

5. Updated Classification Specifications (Currently 6-8 months out)

We can prepare an updated job description in the City's standard or other selected format for each occupational job class. Focus will be on the Essential Functions and Minimum Qualifications. The specifications or descriptions may include (not limited to) the following components:

Job Title – Definition	Education, Training and Experience	Physical Requirements
Distinguishing Characteristics	Licenses and Certifications	Non-Essential Functions
Essential Functions	FLSA Exempt/Non-Exempt Status	Mental Requirements
Desired Knowledge and Skills	Supervision Exercise/Received	Working Conditions

6. Draft Classification Plan Review with Human Resources and Department Heads

We will conduct a review of our initial position classification recommendations and draft job descriptions with the City's Project Team and respective department heads to identify possible errors, obtain feedback, and solicit suggestions for clarification.

E. COMPENSATION SURVEY AND ANALYSIS

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the City Council, Human Resources staff, and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Salary Structure Selection
- Job Evaluation Method-Salary Plan Linkage
- Draft Compensation Plan Review / Critique
- Total Compensation Points for Analysis
- Project Implementation Plan

2. Comprehensive Compensation Survey

We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. *Data Collection Protocol*** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Total Compensation Information (including items contained in RFP)

- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- City-supported benefits such as health insurance premiums and pension contributions
- Paid time off, add pay, certification pay, longevity, flexible work, telework

- b. *Benchmark Job Selection*** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.

- c. *Comparator Employers Identification or Confirmation of up to 15 Agencies*** will be made in partnership with City staff, or per agreed upon lists from bargaining, and/or by research and input from PSPC.

d. Compensation Data Collection will be made by one or more of the following methods.

- Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
- Extraction from the pay plans of designated public employers.
- Customized salary and total compensation and benefits survey requests for local governments and other public employers, distributed by mail, fax, and e-mail.
- As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, etc.

e. Data Quality Control includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

3. Prevailing Rates Calculation

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of cost-of-living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. Compensation Competitiveness Comparison

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

F. PAY PLAN DEVELOPMENT

1. Compensation Competitiveness Policy

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

2. Salary Plan Structure Development

We will review the City's current wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements

3. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class

4. Implementation Plan Development

We will consult with the Human Resources Manager and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on budget processes, and estimates of required financial resources.

G. ENSURING THE CITY'S SELF-SUFFICIENCY

The City will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

1. Procedure Manuals

- *PSPC Position Classification Procedure Guide*
- *PSPC Salary Administration Procedure Guide*
- *City of Santa Fe Springs EZ COMP™ Procedure Guide*

2. Training Workshop – for City staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

3. Electronic Class Specification Library – we can provide the City with all updated classification specifications in hard copy and electronic library format for internal maintenance.

4. EZ COMP™ – program and project files on one of the City's computers, a custom user's manual, and system training for key City and Human Resources staff.

5. Initial Year's Implementation Warranty Support – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, **at no cost to the City** for one year.

H. EXTENSIVE EMPLOYEE INCLUSION AND COMMUNICATION

Very important factors for successful implementation of new or updated classification and compensation plans are **1)** extensive employee inclusion, and **2)** extensive employee communication. City officials and employees will participate in one or more of the following activities:

- Attending pre-project briefings and question and answer sessions
- Completing a Position Analysis Questionnaire (PAQ) describing their position
- Elaborating on their jobs in individual or group job information interviews

I. MINIMAL CITY SUPPORT REQUIRED

We are completely self-sufficient in projects of this nature and do not require any substantive staff support from the City other than payroll data, and arrangements for group and individual meetings and interviews. We appreciate, but do not require, any office space, telephone, clerical assistance, computers, or office equipment. We will provide all data entry, data processing, duplicating, and report preparation functions.

J. REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the classification plan, compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated position classification and compensation plans.

2. Final Report Presentations

We will conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

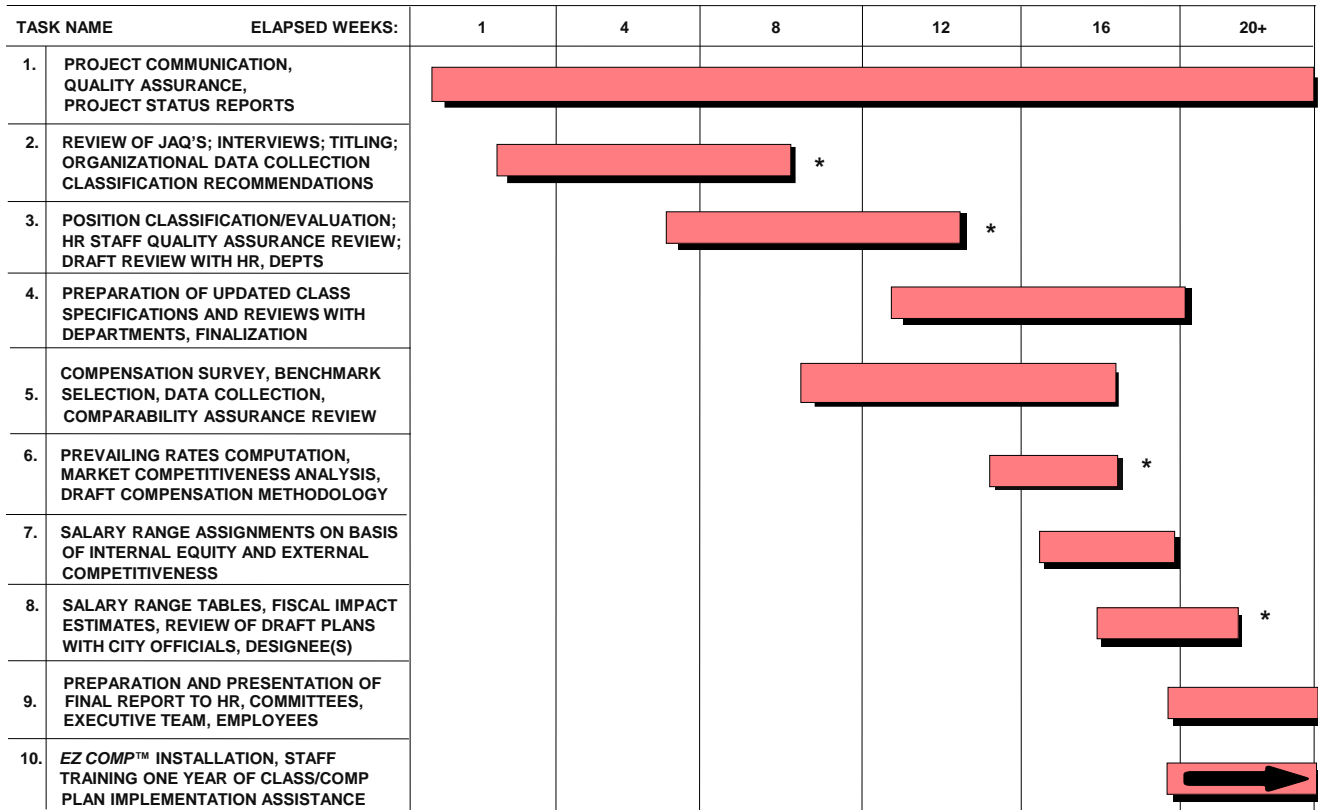
3. EZ COMP™ Program Installation

We will install our **EZ COMP™** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

4. Implementation Warranty

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, **at no cost to the City** for one year.

ESTIMATED PROJECT ELAPSED TIME CHART



* Progress reviews with the City

Job descriptions likely require additional 180 days

We estimate that we could start project activities in October 2022

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

FEE PROPOSAL

PUBLIC SECTOR PERSONNEL CONSULTANTS

PROJECT RATES BY MAJOR TASK

A. PROJECT COST ESTIMATE

We estimate that the project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, **will not exceed** the indicated amounts.

Major Project Components

- Planning Meetings, Kick Off, Communication and PAQ Intro	\$ 3,000
- Job Information Interviews / Desk Audits (max cost for 140)	\$ 20,000
- Position Classification, Job Titling, Draft Review	\$ 8,000
- Updated Job Descriptions (max cost for 140)	\$ 14,000
- Total Compensation Survey (Up to 15 Comparators)	\$ 40,000
- Pay Plan Modeling, Implementation Options and Costing	\$ 8,000
- Reporting, Presentations, Contingent Placeholder for Other	<u>\$ 7,000</u>
Total Not To Exceed:	\$ 100,000

B. FLEXIBLE WORK PLAN, NEGOTIABLE TOTAL COST, TERMS

Our work plan is flexible and total project cost negotiable, and we will discuss, modify, add or delete, any work task to increase the project's responsiveness to the City's needs and financial resources. We will provide the City with monthly invoices for the professional services provided and out-of-pocket expenses incurred during the month. We request that the City pay the invoices within thirty (30) days of their receipt.

C. ESTIMATED TIMELINES

We estimate that the project can be completed in 175-200 days; classification specifications are currently requiring an additional 120+ days to complete due to workload and backlog.

**PROPOSAL TO CONDUCT A
CLASSIFICATION AND COMPENSATION STUDY
FOR THE CITY OF SANTA FE SPRINGS**

OTHER INFORMATION

PSPC BROCHURE – COMMUNICATING THE PROJECT
PSPC BROCHURE – EZ COMPTM APPLICATION



COMMUNICATING THE PROJECT TO THE EMPLOYEES



**PUBLIC
SECTOR**

**PERSONNEL
CONSULTANTS**



CLASSIFICATION AND COMPENSATION PROJECT PROCEDURE GUIDE SERIES



COMMUNICATING THE PROJECT TO THE EMPLOYEES

The factor that is most important in the development and effective implementation of a new or updated position classification and/or compensation plan is not the technical process, or even the amount of salary increases. It is the extent to which employees understand the process by which the plan was developed, and their acceptance that it was a logical and fair process.

To assist you in determining and implementing the best systematic approach to the effective communication of the compensation plan for your organization, we have provided this booklet, parts of which are adaptations from the booklet: 'COMMUNICATING COMPENSATION PROGRAMS- An Approach to Providing Information to Employees' from the American Compensation Association.

We have divided this section of the Guide into Pre-Project, Mid-Project and Post-Project segments.

A. PRE-PROJECT EMPLOYEE COMMUNICATION

The maximum amount of information concerning the reasons for the project should be provided at the earliest possible date. There will already be a number of rumors floating around since some employees will have heard about the RFP preparation, consultant selection process, and project approval by the Council/Board.

Following are several pre-project communication activities which are essential to the successful conduct of a classification and/or compensation project.

1. Letter/Memo From the Chief Executive Officer

We suggest that every employee receive a letter or memo from the chief executive officer announcing the project (Figure 1), indicating the reasons for the project, its scope and process, the extent of employee participation, and a guarantee that no one's salary amount will be reduced as a consequence of the project.

2. Project Briefings by Our Consultants

We will conduct a briefing for every employee to explain the scope of the project, summarize the process we will utilize, explain their roles in the project, and respond to questions. A listing of the most frequently asked questions and our responses follows on page 5. At the completion of the Q and A period we will distribute the Position Description Questionnaire (PDQ) and provide an item-by-item explanation.

The briefings last 30 to 45 minutes, and can be scheduled at one-hour intervals. To ensure that attendance does not exceed the facility's capacity, and that the departments can send their employees in shifts, we suggest the following:

- Schedule a minimum of two sessions, and more depending upon the number of employees to be briefed and the facility's capacity.
- Control attendance by scheduling alphabetically by employees' last names such as A-E 9:00am-10:00am; F-J 10:00am-11:00am, etc.

3. Employee Opinion Survey on Salary Administration (OPTIONAL)

If you have requested it as a part of the total project, we will conduct our standard Confidential Employee Opinion Survey on Salary Administration which will provide the employees the opportunity to communicate to you their primary concerns and opinions regarding the current classification and/or compensation plan. Participation is voluntary.

The survey is a multiple-choice questionnaire with space for comments. To maintain confidentiality, we administer the questionnaire immediately after the PDQ explanation and receive the completed questionnaires directly from the employees. We will give you extra questionnaires and self-addressed return envelopes to our office for employees who want to participate but could not attend the briefings.

CITY OF _____
Office of the City Manager

Memorandum

TO: All City Employees, Supervisors, and Department Heads
FROM: _____, City Manager DATE: 4/10/00
SUBJECT: Position Classification and Compensation Study

I am very pleased to inform you that the City has contracted with a highly qualified outside consultant firm, Public Sector Personnel Consultants (PSPC), to update our position classification and pay system to ensure that your position's classification reflects its duties and responsibilities, and that its salary range assignment is internally equitable and competitive within our employment markets.

PSPC consultants will conduct briefings on the project for all employees, supervisors and department heads on Monday, April 14. Attendance is mandatory, and you will be informed of the location and time for your briefings. The consultants will also distribute and explain a questionnaire to permit you to describe your duties and responsibilities in your own words. You will have one week to complete the questionnaire and return it to your supervisor.

PSPC consultants will be on-site during the later part of May to conduct individual job information interviews with representative incumbents of every job classification at their worksite, to provide you with an additional opportunity to explain the scope and complexity of your position. PSPC will provide recommendations as to the correct occupational job classification and title for every position, and update our job descriptions from the information you have provided on your questionnaire and during the worksite interview. **REMINDER:** It is the position that is being studied and classified, not the employee.

PSPC will also conduct a salary survey of the public and private employers in the local, regional, and national employment markets where we compete to obtain and retain high quality staff, and recommend a salary plan that is competitive with salaries paid for similar occupations in those employment markets. We cannot promise any salary increases, **however, no salary will be reduced as a consequence of this project.**

We anticipate that the project will be completed within approximately 120 days, and you will be notified of any actions affecting your position's classification and salary range as soon as the City Council has reviewed the recommendations and adopted the updated plans.

I am very pleased that the City Council has authorized this study to update the internal equity and external competitiveness of our position classification and salary plan. Please see the Human Resources staff if you have any questions.

(Figure 1) Memorandum from the chief executive officer announcing the project



Several important considerations if you have selected this service.

- *Extend the scheduling of the briefing sessions intervals from one hour to 1 ½ hours.*
- *Provide a facility that is set up in classroom style with tables, or chairs with writing arms, so that the employees can complete the questionnaires.*
- *Remind the employees to bring pencils or pens to the meeting, and provide these items for the employees who forget.*

An essential component of an employee opinion survey process is feedback of the survey results, to maintain positive employee relations. Since it is the nature of this type of survey to solicit negative comments, you should carefully consider whether your organization's culture is such that you can provide negative survey results feedback to the employees and the elected or appointed officials and Council/Board members.

We will provide a report summarizing the statistical and narrative results, including all of the employee comments verbatim. We will modify the written comments to maintain the confidentiality of the respondents and their departments, delete references to named individuals or their jobs titles, and remove offensive language.

The method and extent of distribution and dissemination of the opinion survey report will be up to you.

4. Employee Communication Task Force

You can leverage pre-project and progress communication through a committee or task force of employees representing the various departments, occupational groups, and/or employee associations. We can provide more intensive and detailed briefings for these individuals, whose role it will be to disseminate this information to their respective departments and employee groups.

This task force can also be utilized for suggestions regarding procedural aspects of the project, such as determination of the employers to be included in the external compensation survey, and serving as the job evaluation task force if a point-factor

method is to be developed and/or used to establish the internal job worth ranking of your various job classifications.

B. MID-PROJECT EMPLOYEE COMMUNICATION

We suggest a minimum of a monthly communication to the employees on the status of the project. There will be a normal level of anxiety among the employees which is to be expected when outsiders are making recommendations regarding job titles and pay ranges. Mid-project communications will reinforce each employee's importance to the organization, emphasize the positive nature of the project, and lessen unwarranted anxieties and concerns.

Following are several mid-project communication activities that will contribute to the successful conduct and implementation of the classification and/or compensation project.

1. Employee Newsletter Articles

If you have an established printed or video employee newsletter, we will provide you with information for articles that indicate the project activities completed to date, and the anticipated activities for the following month.

2. Project Information Bulletins

As an alternative to or supplement for newsletter articles, we suggest a special monthly or occasional bulletin to inform the employees of project activities completed to date, and the anticipated activities for the following month. Such a bulletin should be distributed to all employees, perhaps as a payroll stuffer, posted on bulletin boards, and disseminated by internal e-mail.

3. Employee Communication Task Force

This group should receive a monthly briefing on the project status, and be given the opportunity to ask questions about project issues that concern them or the employees. This dialogue will provide the employees with the latest and correct information, and provide important feedback to the project consultants which may be useful

in increasing the project's quality and acceptance of the results.

4. Progress Reports for the Council/Board

We recommend that you provide a monthly summary of the project's progress to the Council or Board, so that they remain informed and committed, and to assure them that they will make final decisions regarding compensation policy and financial expenditures.

5. Project Inquiry "Hot-Line"

There may be occasions where this technique will be helpful in providing information, dispelling rumors, and obtaining additional information on employee concerns about the project. These "hot lines" take the form of a specific dedicated phone number, or an e-mail address, for the duration of the project, which may be answered by a Human Resources representative during working hours and an answering machine during other times, or an answering machine or e-mail address which is periodically checked for messages and responses provided to the callers.

C. POST-PROJECT EMPLOYEE COMMUNICATION

Once the recommended position classification and/or compensation plan has been adopted by the Council/Board, you will be able to provide a large amount of information to the employees, in a variety of formats. Not all of the following activities will be appropriate, or affordable, for all circumstances. They are provided for you to select, or develop, the communication activities which are best suited to your organization.

1. Copies or Extracts From the Final Report

We suggest that you prepare for employee perusal a number of copies of our final report on the recommended classification and/or compensation plan, after its adoption by the Council/Board. They could be made available for review in the Human Resources and/or line departments' offices. You will probably receive a request for a copy of the report from the media.

The report's table with the employee names and their actual salary amounts should be removed. Some of the material is technical and could be misinterpreted, such as market comparisons, and salary grade/range allocations by multiple salary policy formulae if you utilize a point-factor job evaluation method, and you may want to consider publishing only the new salary grade/range-per job class listings.

2. Workshop for Supervisors

We recommend that you conduct a workshop for supervisors on all aspects of the new position classification and/or compensation plan, for the purpose of preparing them to explain the new plan and respond to questions will be a major factor in the employees' positive attitude towards the new plans. Supervisors should then conduct employee meetings to explain the new plan and answer questions concerning its scope and effect.

This workshop is especially important if the new plan contains a new salary schedule, with or without in-grade steps, and/or the method of salary administration is to be changed from longevity to pay-for-performance. The approach selected for the initial year's implementation must be thoroughly explained and understood. The extent to which the supervisors understand and support the new plan will be the essential factor to its successful implementation.

3. Classification and Compensation Plan Pamphlet

We recommend that you prepare and distribute to all employees, supervisors and managers, a pamphlet explaining the new position classification and/or compensation plan. The employees will obtain a greater depth of understanding, and retain the information for a longer period, from such written material.

The pamphlet can be used in the supervisory workshops, post-project employee briefings, and new employee orientation sessions. If a new performance evaluation system was a component of your project, a description of that system's linkage to the pay plan should be included in the pamphlet. A separate pamphlet should be prepared explaining the scope and process

of the new performance evaluation plan.

4. Employee Briefings

Briefings for all employees, conducted by the Human Resources staff, is one of the best methods to ensure that everyone obtains accurate information about the new plans, and obtains answers to questions from an expert source. We recommend a series of small group meetings to establish the best atmosphere for communication and understanding.

These meetings provide an excellent opportunity to distribute materials describing the new plans, such as a classification and compensation pamphlet, updated employee handbook, and updated personnel policy manual pages. If a video describing the new plans has been produced, that would be the introductory part of these briefings.

5. Salary Administration Video

A professionally produced video is not always necessary or affordable for very organization. It is however a very powerful tool for communicating the scope and components of the new plan in modern media which ascribes a high degree of state-of-the-art quality to the new plan. It is also included in new employee orientations. We have provided you with a sample copy of such a video.

The salary administration video is best suited for organizations with employees at many locations and on varying shifts, who can be shown the video at times that are convenient to their work hours. This video need not be costly if your organization has an internal video production capability or access to an educational institution or television station who might produce video as a public service.

6. Update Employee Handbook and Personnel Policy Manual

We recommend that you update the sections of your Employee Handbook and Personnel Policy Manual that describe the position classification and compensation plan to reflect any changes required by the new plan. Those updated pages are excellent handouts at the supervisory workshop and employee briefings.

7. Individual Salary Plan Implementation Statements

The employees need to be informed of the impact of the new plan on their base salary amount and salary opportunity. We recommend that each employee be provided with a personalized statement including the following information.

- *Effective date of the new plan, and date of salary change if different*
- *Job class title of their position*
- *Salary grade/range number to which their position's job class is allocated*
- *Minimum, Midpoint, and Maximum amounts of the salary grade/range.*
- *Salary amount prior to the effective date of the new plan*
- *Amount of increase to Minimum of the new grade/range, if applicable*
- *New salary amount according to the initial implementation protocol*
- *Relationship of new salary to the Midpoint of the grade/range (comparatio)*
- *Merit increase opportunity at various levels of future job performance*
- *Amount of supplemental pay, such as for longevity, assignments, certifications*
- *FLSA status and hourly rate for overtime*

THE QUESTIONS MOST COMMONLY ASKED BY EMPLOYEES

Following are the questions that employees most frequently ask us during the employee project briefing meetings, and our responses.

Q: 1. Who are we going to be compared to for salaries?

A: If the client has made this determination prior to the briefing meetings, we provide the names and locations of the employers to the employees. We also indicate that not all jobs will be surveyed at all of the comparator employers, and that

some may be compared only to local employers, while other jobs may be compared on a regional or national basis.

If the client has not yet determined who the comparator employers will be, we tell the employees that the process of identifying the employers to be surveyed depends to a great extent on where the client is currently obtaining the majority of its employees and for which occupations. A second factor is the identification of employers to whom the client regularly loses current employees.

Q: 2. *What will the Council/Board do with your report?*

A: We uniformly respond that we do not know what the client's Council/Board will do with our report. We tell the employees that in the over 1,000 times that we have provided compensation services that we have experienced 98% implementation, and we have no indication that this project will be an exception.

We credit our 98% implementation record to the fact that, in our experience, employers do not plan projects, retain consultants, raise employee expectations, and expend funds, with the intention of doing nothing. The only modification we are sometimes requested to make to our original recommendations is the option for a multi-year implementation plan if the cost to where the client wishes to place its salary policy exceeds the available funds.

Q: 3. *Will we get to see a copy of the report, and when?*

A: Yes. We recommend that when the final report has been adopted by the Council/Board that it be made public and that extra copies be made available for perusal by the employees and department heads. The reports may not contain the tables with specific salary amounts recommended for each employee, as that is confidential, but it will include the tables indicating the salary range dollars recommended for each job classification.

Q: 4. *When will the study be completed?*

A: We provide this information in general terms, such as: "within ninety days."

Q: 5. *Will you make recommendations regarding (longevity, cost-of-living, benefits, etc.)*

A: We tell employees if a benefits analysis and which salary administration items are included in the scope of the project.

Q: 6. *How much are you being paid for this study, and wouldn't it be better if that money was given to the employees?*

A: We anticipate this question by dividing the total project cost by the number of employees and providing the employees with a per-employee amount.

For example, if a project costs \$45,000 for 450 employees, the per employee cost would be \$100. We tell the employees that if the client distributed the project cost to them, each employee would receive a one-time payment of \$100, minus taxes, instead of a possible raise from the study, which might be more substantial, and which would be paid every year.

Q: 7. *What will happen if the survey shows that a job classification is priced over the market rate?*

A: The job classification will be allocated to the salary range that most closely matches the prevailing rate at the salary competitiveness policy selected by the employer, which may be lower (or the same, or higher) than the current salary range/grade. This will not impact the salary amount paid to an incumbent if that amount is within or above the new salary range for his/her position's job class.

Q: 8. *What will happen if an employee's salary amount exceeds the Maximum of the new salary range/grade for their position's job class?*

A: No one's salary will be reduced as a direct consequence of this project. There may be a few employees whose current base salary exceeds the Maximum of the new salary range/grade recommended for their position's job classification. In such instances, the employee's base salary amount will be not be reduced, but the amount will be frozen until such time as their position's job class is re-allocated to a higher salary range/grade whose Maximum exceeds their current base salary amount.

Q: 9. *Will salaries be increased?*

A: That is a determination to be made by the Council/Board on the basis of their compensation philosophy, competitiveness policy, and the organization's financial resources. We merely make recommendations. The final decisions are 100% within the authority of the Council/Board. There is no guarantee that any salaries will be increased.

Depending upon the Council/Board's final policy determination, a new salary plan may result in uneven increases during the initial implementation year, resulting from the need to bring the salaries of all individuals to the Minimum of the salary range/grade, take into account each individual's current position in the new salary range and possibly their varying length of service.

Q: 10. *Who will be selected for the job information interviews, and how is the selection made?*

A: Unless every employee is to receive a job information interview at their work site, the minimum number of interviews is one representative incumbent of each occupational job classification. We

will make the interview selection at random. If an employee is the only incumbent of a job class, that person will be scheduled for an interview.

Q: 11. *What if my supervisor does not agree with what I wrote on the Position Description Questionnaire (PDQ)?*

A: Supervisors are not permitted to change anything that an employee has written on their PDQ. The purpose of the supervisory review of the PDQ is to ensure that its content accurately reflects the duties and responsibilities performed by the incumbent, to the extent that the consultants can readily determine its occupational classification. If the supervisors do not agree with any part of the PDQ content, they may comment and indicate their opinions.

In virtually all of the instances where we see supervisory comments (approx. 2% - 5% of the PDQs) they indicate that the employee has forgotten to mention an important item, or they may differ on the percentages of the position the employee has allocated to its major functions. No one is an expert in completing a PDQ about their position, and it is quite common to forget an essential item.

We will communicate with both the employee and supervisor in the rare instances of significant difference of opinion regarding a position's job content, and form an independent opinion.

Q: 12. *Will there be changes in job titles and classifications?*

A: That is a distinct possibility. Our task is to make sure that each position's job classification and the job class titles reflect current duties and responsibilities. It is possible that some positions may be re-allocated to a different job classification if their duties and responsibilities are now more commensurate with another than their current job class.

We may recommend that some job class titles be changed to more accurately reflect their occupations, to account for more or less job classes within a sequential group, or to recognize new occupational assignments.

Q: 13. *What if I do not agree with your classification of my position?*

A: Our response will depend on whether the client's rules and/or the scope of the project permit employee appeals to their position's recommended classification. If they do not, we will indicate that every position's classification will be reviewed with the respective department head for errors and that changes may be made in our initial recommendations.

If appeals are permitted, we inform the employees that they will be notified by their employer of our initial occupational job classification recommendation for their position, after the quality control reviews with the department heads. If they feel that we have made an error and that significant job content information has been overlooked, they may complete a form and request that we conduct a second review and notify the client of our final recommendation for each appealed position.

NOTE: We stress to the employees that the appeal process relates only to the occupational job classification and titles of positions, not salary range/grade assignments.



EZ COMP™ PROGRAM DESCRIPTION

**PUBLIC
SECTOR**

**PERSONNEL
CONSULTANTS**

62 \$32,486 \$72,674 \$51,750
2 \$64,893
522 \$128,803 \$42,045
5

EZ COMP™ PROGRAM DESCRIPTION

As the name implies, EZ COMP™ is an easy method of developing and maintaining the databases which comprise a new or updated base salary plan. This booklet describes the principal files that are interrelated during a salary plan project.

EZ COMP™ is an interactive series of files and tables, which are described in this booklet. We do not charge for our software which we update periodically for our clients at no cost.

The trademark name EZ COMP™ describes both the PSPC consultants' process of compiling the data files and the product which is installed on the client's computer upon the project's completion.

EZ COMP™ TABLES AND CHARTS

The program includes the following standard files, tables, and charts.

- Primary Client Data File
- 1-Schematic of Occupational Job Classes
- 2-Index of Current to New Job Titles
- 3-Position Allocation Register
- 4-External Prevailing Rates Comparison
- A-Sources of External Data Table
- \$-Permanent Salary Range Schedule
- B-Job Content Evaluation Profiles*
- C-Internal Equity Analysis Scattergram*
- D-Current Salary Practice Lines of Central Tendency (LCT)*
- E-External Prevailing Rates LCTs*
- F-LCTs Comparison Chart*
- 5-Per-Job Class Salary Range Assignment Table-Class Order
- 6-Per-Job Class Salary Range Assignment Table-Range Order
- 7-Non-Benchmark Linkage Table
- 8-Per-Position Compa-Ratio Table
- 9-Fiscal Impact Estimate Table
- 10-Implementation Cost Analysis
- Optional Additional Tables

**for salary plans utilizing point-factor job evaluation*

PRIMARY CLIENT DATA FILE

Primary Client Data File consists of all the combined per-position and per-employee data accumulated and created during the project. It is initially established from data provided by the client, such as:

Employee Name	Current Job Class Title	Base Salary Amount
Department	Job Class Code	Salary Range Number
Initial Hire Date	EEO Designation	\$ Range Midpoint
Performance Score	FLSA Designation	\$ Range Min/Max

Additional per-position information added or superimposed on the current data by the PSPC consultants during the project may include:

New Job Class Title	New Job Class Code	Salary Range Number
\$ Range Minimum	\$ Range Midpoint	\$ Range Maximum
Job Evaluation Points	Benchmark Status	\$ Policy Group
Amount to Minimum	Implementation Amount	New Salary Amount
Above Maximum	Certification Pay Code	Assignment Pay Code
Compa-ratio	Amount to Midpoint	Supervisory Differential

TABLE 1 - SCHEMATIC OF OCCUPATIONAL JOB CLASSES

Schematic of Occupational Job Classes is a file established at the completion of the job analysis and position classification phase of the project, with all of the organization's job classes, designating:

Job Class Series	Job Class Groups
Job Class Titles	Job Class Codes
FLSA Designation	EEO Designation

This file will be "stripped" of job titles and class codes for other *EZ COMP*SM files.

Class Code	Occupational Job Families and Job Classes
1400	Public Works Series
	Facilities Maintenance and Craft Group
1431	Maintenance Supervisor
1432	Parks Supervisor
1433	Senior Skilled Craft Specialist
1434	Skilled Craft Specialist
1435	Maintenance Technician
1436	Maintenance Technician Assistant
1437	Parks Maintenance Specialist

TABLE 2 - INDEX OF CURRENT TO RECOMMENDED JOB CLASSES

Index of Current to Recommended Job Classes is an alphabetical listing of all job classes currently used by the client and the recommended disposition of each of those job classes and titles.

Current data is from the payroll, class specifications and/or job descriptions, classification plan and PDQs. New data includes job class title and transaction codes.

D = Deleted
M = Merged with other Job Class
N = No Change
S = Split into Several Classes

J = New Job Class
T = Title Modification

Transaction Codes:		
M = Merge into Other Class	S = Split into Two or More Classes	
T = Title Modification	N = No Change	
D = Delete Class Title	J = New Job Class	
Current Job Class	New Job Class	Trans Code
Superintendent of Printing	Printing Supervisor	T
Support Services Project Mgr.	Delete	D
Survey Party Chief	Survey Party Chief	N
Surveyor I	Surveyor	M,D
Surveyor II	Surveyor	S,N
Utility Locator	Utility Locator	J
Switchboard Operator	Clerical Assistant	M,D
Systems Analyst	Systems Analyst	N

TABLE 3 - POSITION ALLOCATION REGISTER

Position Allocation Register strips the following per-position information for the Primary Client Data File:

Current Job Class Title
Name of Incumbent
Department

and adds the following information from Table 1, based on the PSPC consultants' determinations as to which job class the position is allocated:

Recommended Job Class Title Job Class Code
Transaction Code: N = No Change R = Reclassification; T = Title Modification

Transaction Codes		N = No Change T = Title Modification	
R = Reclassification			
Incumbent	Current Job Class	New Job Class	Trans Code
Moss, R	Accountant	Accountant	N
Warner, K	Accountant	Programmer	R
Plummer, J	Accountant	Accountant	N
Fawc, B	Senior Accountant	Senior Accountant	N
Dika, M	Senior Accountant	Senior Accountant	N
Russ, E	Accounting Clerk III	Accounting Clerk	T
Drukker, H	Accounting Clerk III	Accounting Clerk	T

TABLE 4 - EXTERNAL PREVAILING RATES COMPARISON

External Prevailing Rates Comparison compares The client's current salary structure Midpoint for each of its salary survey benchmark job classes from the Primary Data File to the external prevailing rate indicating the dollar and percentage variance of the client's rates to the prevailing rates.

Benchmark Job Class	Current Midpoint	Aged Survey Midpoint	Variance	
			\$	%
Public Works Director	\$49,686	\$77,269	-\$27,583	-55.70%
Police Chief	\$49,686	\$77,102	-\$27,416	-55.00%
Human Resource Director/City Clerk	\$57,000	\$57,002	-\$19,882	-35.03%
Police Lieutenant	\$35,310	\$42,344	-\$7,034	-19.61%
Building Inspector	\$32,032	\$35,438	-\$1,410	-4.22%
Human Resource Specialist	\$23,608	\$24,961	-\$1,353	-5.73%
Librarian	\$21,678	\$20,721	\$957	4.42%
Computer	\$37,190	\$32,465	\$4,725	12.72%

TABLE A - SOURCES OF EXTERNAL SALARY DATA

Sources of External Salary Data identifies the source of each rate comprising the external prevailing rate for the client's salary survey benchmark job classes. This table may be updated annually to compute the new prevailing rate for each benchmark job class.

If the external data was obtained through a special salary survey questionnaire, this table will indicate, for each benchmark job class, the name of every employer who reports a comparable job to the benchmark, their job class title, and current salary data.

If the external data was extracted from an existing salary survey report which identifies the employers and their data, this table will indicate the same information as in the previous paragraph. If the report provided only merged data for each of their benchmarks matched to the client's benchmark, this table will only indicate the name of the survey, the survey benchmark job title, and the salary data.

TABLE S - PERMANENT SALARY RANGE SCHEDULE

Permanent Salary Range Schedule indicates the Salary Range Number, Minimum, Midpoint and Maximum amounts for each salary range in the client's base salary plan. If the client utilizes a grade/step system, this table indicates the Salary Grade Number and the number and amount of each step within every salary grade.

Salary Range	Minimum	Midpoint	Maximum
63	\$60,063	\$75,118	\$90,173
64	\$61,595	\$76,994	\$92,593
65	\$63,135	\$78,910	\$94,703
66	\$64,713	\$80,892	\$97,070
67	\$66,331	\$82,914	\$99,497
68	\$67,990	\$84,987	\$101,964
69	\$69,689	\$87,112	\$104,534

TABLE B - JOB CONTENT EVALUATION PROFILES *

Job Content Evaluation Profiles lists all of the job class titles and codes from Table 1, the evaluated job levels and points for each of the compensable factors, and the total points for every job class.

CHART C - INTERNAL EQUITY ANALYSES SCATTERGRAM *

Internal Equity Analyses Scattergram consists of a scatter diagram for each primary group of job classes (i.e.: Clerical/Office, Labor/Trades, Professional/Technical, Management/Executive), cone dispersion analyses, and current salary practice lines of central tendency (LCT) and formulae, by combining the Salary Range Midpoint amounts from the Primary Client Data File and the total job points from Table B through the graphical statistical capability of standard PC software.

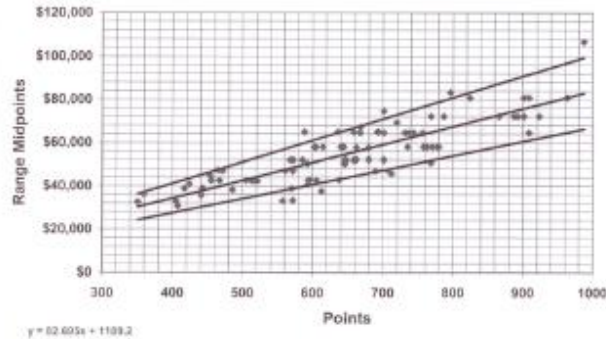


CHART D - CURRENT SALARY PRACTICE LINES OF CENTRAL TENDENCY (LCTs) *

Current Salary Practice Lines of Central Tendency (LCTs) translates the combination of the client's current salary Midpoint practice dollars for various job classes from the Primary Client Data File with their respective job evaluation points from Table B into a mathematical per-job point formula which, when plotted on a \$/Points graph, constitutes a definitive graphic line. This table may contain more than one LCT to represent a number of the client's major occupational job groups.

CHART E - EXTERNAL PREVAILING RATES LCTs *

External Prevailing Rates LCTs depicts one or more LCTs representing the external prevailing rates, which are constructed by combining the client's job content points from Table B with the external prevailing rate from Table 4 in the same manner as for Chart D.

CHART F - LCTs COMPARISON CHART *

LCTs Comparison Chart consists of the graphic comparison of the lines of central tendency and formulae of the client's current salary practice for its primary job groups from Table D to those of the external prevailing rates. The prevailing rate LCTs and formulae are constructed and computed by combining the client's job content points from Table B with the external prevailing rate amounts from Table 4.

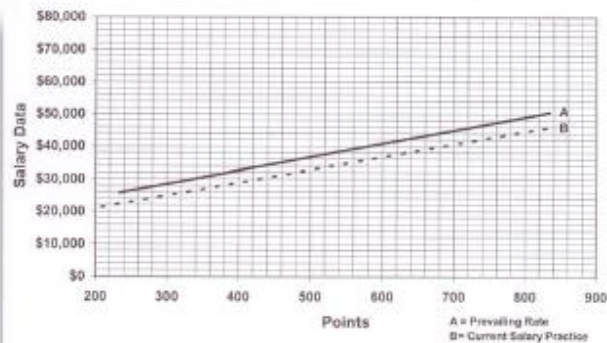


TABLE 5 – PER JOB CLASS SALARY RANGE ASSIGNMENT TABLE (CLASS ORDER)

Per Job Class Salary Range Assignment Table (Class Order) assigns each job class to a salary range within the Permanent Salary Range Schedule (Table \$). The process is different for salary plans based on direct market pricing than for those based on quantitative evaluated job content.

Class Code	Occupational Job Families and Job Classes	-- Recommended --			
		Salary Range	Minimum	Midpoint	Maximum
1400	Public Works Series				
	Facilities Maintenance and Craft Group				
1431	* Maintenance Supervisor	59	\$54,441	\$68,051	\$81,662
1432	* Parks Supervisor	59	\$54,441	\$68,051	\$81,662
1433	Senior Skilled Craft Specialist	35	\$30,009	\$37,624	\$45,140
1434	Skilled Craft Specialist	29	\$25,954	\$32,443	\$38,932
1435	* Maintenance Technician	30	\$26,603	\$33,254	\$39,905
1436	Maintenance Technician Assistant	26	\$24,101	\$30,127	\$36,152
1437	Parks Maintenance Specialist	25	\$23,513	\$29,302	\$35,270

* Salary Survey Benchmark

For plans based on direct market pricing, this table is initially created by assigning each benchmark job class to the salary range on Table \$ whose Midpoint amount most closely matches the external prevailing rate from Table 4. Non-benchmark job classes are assigned to their salary ranges by reference to the Non-Benchmark Linkage Table (Table 7). Flexibility for subsequent internal equity adjustments to Table 5 is provided on the basis of professional judgment.

For plans based on quantitative job evaluation, this table is created by multiplying the job points for each job class from Table B by the client's salary competitiveness policy formula for each primary job group from Table F. The process then looks up Table \$ for the Midpoint amount on the Permanent Salary Schedule closest to the product of the calculation, which designates the proper salary range.

TABLE 6 provides the same information in low to high salary range order.

Class Code	Occupational Job Classes	-- Recommended --			
		Salary Range	Minimum	Midpoint	Maximum
1714	Director of Planning, Zoning, and Building	65	\$60,610	\$75,762	\$90,915
1133	* Internal Auditor	65	\$60,610	\$75,762	\$90,915
1112	Assistant City Administrator	64	\$59,131	\$73,914	\$88,697
1620	* Director of Recreation	63	\$57,569	\$72,111	\$86,534
1279	* Fire Chief	63	\$57,569	\$72,111	\$86,534
		62	\$56,262	\$70,353	\$84,423
1243	* Assistant Chief of Police	61	\$54,909	\$68,637	\$82,364

* Salary Survey Benchmark

TABLE 7 – NON-BENCHMARK LINKAGE TABLE

Non-Benchmark Linkage Table for non-quantitative plans, indicates the class titles of the job classes which are not salary survey benchmarks, the class title of the benchmark or reference job classes to which they are linked. The process automatically adjusts the salary range for the non-benchmark class by the current salary range differential when the salary of its linked benchmark or reference job class is adjusted on Tables 5 and 6.

This table is to be utilized as a guide during annual salary plan updates, permitting non-benchmark job classes to be adjusted by the same number of salary ranges as the salary survey benchmark job class to which they have been linked.

Non-Benchmark Job Title	Benchmark Job Title
Accounting Manager	Accountant
Adult & Info Services Manager	Librarian
Building Monitor	Office Assistant
Building Maintenance Supervisor	Building Maintenance Worker
Building Permit Specialist	Executive Secretary
Bus Driver	Light Equipment Operator
Business Manager	Accountant

TABLE 8 – PER-POSITION COMPA-RATIO TABLE

Employee Name	Dept Code	New Job Class	Current Salary	– Recommended –			Compa-Ratio	\$-Min	\$-Mid	\$-Max
				Salary Range	Minimum	Midpoint				
Simon, N	A	Administrative Assistant	\$21,330	26	\$24,101	\$30,127	70.80%	\$2,771	\$8,797	\$0
Taylor, J	A	Director of Real Property	\$85,685	67	\$95,331	\$82,914	105.34%	\$0	\$0	\$0
Garcia, J	A	Chief Deputy of Operations	\$56,815	46	\$39,493	\$49,396	115.09%	\$0	\$0	\$0
Crow, S	A	Program Manager	\$51,385	44	\$37,590	\$46,967	109.30%	\$0	\$0	\$0
Jones, A	M	Medical Investigator	\$69,716	70	\$71,432	\$89,299	78.08%	\$1,716	\$19,573	\$0
Reid, J	M	Forensic Technical Specialist	\$77,123	55	\$49,321	\$61,651	125.10%	\$0	\$0	\$3,141
Young, N	M	Principal Secretary	\$24,354	26	\$24,101	\$30,127	80.84%	\$0	\$9,773	\$0

Per-Position Compa-Ratio Table provides the following information, which is added to the Primary Client Data File, from Table 3, 4, and 5.

Job Class Title	Incumbent's Name	Incumbent's Current \$
Job Class Code	Salary Range Number	Amount Below Minimum
Department	Salary Range Midpoint	Amount Below Midpoint
Compa-Ratio	Salary Range Min/Max	Amount Above Maximum

The Compa-Ratio (short for Comparative Ratio) is a calculation which expresses the percentage relationship of the incumbent's current base salary amount to the Midpoint of the salary range for their position's job class.

TABLE 9 – FISCAL IMPACT ESTIMATE TABLE

Fiscal Impact Estimate Table provides, on a department or cost center basis, the estimated annualized cost to bring the salaries of all employees to the Minimum of the salary range for their position's job class. The table combines the department designations from the Primary Client Data File with the total amounts of current salaries and salaries below the Minimum from Table 8, for alternative salary competitiveness policies.

Number of Employees	287
Total Payroll	\$10,684,553
Number of Employees Below Minimum	77
As % of total employees	26.83%
Total \$ below Minimum	\$121,099
As % of total payroll	1.13%
Average amount below Minimum	\$1,573

OPTIONAL TABLES

EZ COMP™ can be expanded to include and actively integrate any number of custom-developed tables, or tables constructed from various combinations of the standard tables, such as the following:

- Initial Implementation Protocol Guide
- Initial Implementation Compression Tempering Guide
- Merit or Longevity Salary Increase Guide
- Performance Reviews Due/Overdue Report
- Departmental, Job Class, or Longevity Compa-Ratio Report
- Supplemental Pay Table for Special Assignments, Certification, License or Language Proficiency
- Longevity Recognition Supplement
- Supervisory Differential
- Trainee on In-Training Rates
- Out-of-Class or Acting Capacity Differentials
- Individual or Group Incentives

NOTE: Not all of the preceding tables will be present in the EZ COMP™ for every salary plan.



City of Santa Fe Springs

City Council Meeting

December 6, 2022

NEW BUSINESS

Increase the City's Maximum Contribution for Medical Insurance Premiums Under the Affordable Care Act

RECOMMENDATION(S)

- Approve an increase in the City's maximum contribution for medical insurance premiums under the Affordable Care Act.

BACKGROUND

Under the Affordable Care Act (ACA) employer shared responsibility provisions, the City must offer minimum essential coverage that is "affordable" and that provides "minimum value" to eligible employees (and their dependents). Eligible employees include hourly employees working an average of 30 hours or more per week. Coverage for full-time employees is provided through a separate contract with CalPERS. Coverage is considered affordable for an employee if the employee's required contribution is no more than 9.5 percent (as adjusted) of that employee's household income. Both plans offered by the City meet the ACA criteria for minimum value.

The City's current maximum contribution for medical insurance is \$427.27 per month, effective January 1, 2023. The employee is responsible for the difference between this amount and the monthly medical premium of their choice. Premiums for the various plan options as of January 1, 2023 are as follows:

	SINGLE	TWO-PARTY	FAMILY
Option 1	\$694.52	\$1,389.04	\$1,965.50
Option 2	\$612.22	\$1,224.44	\$1,732.58

Both options are provided through Kaiser Health plans with more coverage benefits provided in Option 1 as compared with Option 2. Current plan participation is extremely low. There are likely two main factors contributing to low participation: (1) alternative coverage through parents or spouses and (2) affordability of coverage options.

Staff recently met with the City's health insurance broker who indicated that Kaiser intended to cancel the contract with the City due to the low participation rates. The City was able to secure an extension of the contract, however, cancellation of the contract in the next year or two is likely if participation rates are not increased.

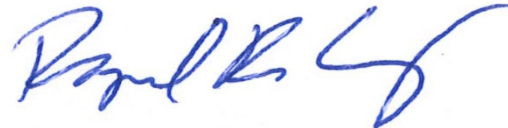
While the City contribution of \$427.27 per month technically meets the affordability requirements mandated by the ACA, Staff believes that an increase in the City contribution would incentivize eligible employees to join the plan. In addition to increasing participation rates, this would also help the City be more competitive in the job market as well as make coverage more affordable, especially in the current

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: December 1, 2022
Department of Finance & Administrative Services

inflationary economic environment. Staff is requesting a medical contribution adjustment from \$427.27 per month to \$512.22 per month which would make the out-of-pocket cost for premiums \$100 per month for Option 1 single party coverage. The change would be effective January 1, 2023.

FISCAL IMPACT

Given the low participation rates, the anticipated financial impact of this adjustment is not considered to be significant. If a significant increase in participation is realized, adequate labor savings already budgeted would likely offset any additional costs.



Raymond R. Cruz
City Manager